



**MIAMI-DADE COUNTY, FLORIDA
NOTICE TO PROFESSIONAL CONSULTANTS (NTPC)
MIAMI-DADE TRANSIT (MDT)
CONTINUOUS PROFESSIONAL SERVICES
EXCLUSIVELY FOR FEDERALLY FUNDED PROJECTS
ISD PROJECT NO. E12-MDT-01, ESP
MDT CONTRACT NO. CIP113-DE1-TR12**

The County Mayor, Miami-Dade County (County), pursuant to Section 287.055, Florida Statutes, Sections 2-8.1 and 2-10.4 of the County Code, Implementing Order 3-34, and Administrative Order (A.O.) 3-39, and Ordinance 08-92 announces that professional architectural and engineering services will be required for continuous professional services exclusively for federally funded projects for Miami-Dade Transit (MDT).

(*) THIS SOLICITATION IS ONE OF THE PROJECTS DENOTED WITHIN THE ECONOMIC STIMULUS PLAN (ESP), AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS (BCC). AS A RESULT, AN EXPEDITED SOLICITATION PROCESS WILL BE IMPLEMENTED SOLELY UTILIZING FIRST-TIER CRITERIA, AS INDICATED IN SECTION 3.3, PROPOSAL EVALUATION, TO EVALUATE PROPOSERS.

(*) DESIGN TEAM MEMBERS SHALL BE RESTRICTED FROM RENDERING FUTURE DESIGN SERVICES OR CONSIDERATION OF ANY FUTURE CONTRACT AWARD THAT INCLUDES DESIGN SERVICES PERFORMED UNDER THIS SOLICITATION.

(*) FURTHERMORE, THE DESIGN FIRM MUST PROVIDE UNDISPUTED AUDITS OF THE TEAM'S INDIRECT COST RATES, CONDUCTED BY ANY FEDERAL OR STATE AGENCY IN ACCORDANCE WITH THE COST PRINCIPLES CONTAINED IN THE FEDERAL ACQUISITION REGULATION (FAR) PART 31. HOWEVER, IN THE CASE OF A TASK INVOLVING A VERY SMALL DOLLAR AMOUNT, THE COUNTY MAY NEGOTIATE CONSULTANT FEES BASED ON COUNTY'S COST AND PRICE ANALYSIS. UNDISPUTED AUDITED RATES MUST BE USED FOR THE PURPOSE OF CONTRACT ESTIMATION, NEGOTIATION, ADMINISTRATION AND CONTRACT PAYMENT. THIS REQUIREMENT APPLIES TO PRIME CONSULTANTS AS WELL AS SUB-CONSULTANTS.

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DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES

1.1 DEFINITIONS

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation, are defined in A.O. 3-39. Subject legislation may be obtained via the internet at www.miamidade.gov, or from the Clerk of the Board (COB); refer to Division 2.2 for COB location.

- a) A/E - Architectural and engineering.
- b) COB - Clerk of the Board.
- c) CSC - Competitive Selection Committee. As defined in Section 2-10.4 (5) of the Code, the committee appointed by the County Mayor or County Mayor's designee to evaluate qualifications and performance of the firms requesting consideration for the specific project, and select the most qualified firm (s) to perform the services.
- d) Consultant - Respondent that receives an award of a contract, from the County, as a result of this solicitation. Consultant is also synonymous with the term "prime consultant".
- e) Contract - Synonymous with the term "agreement." An agreement refers to the Professional Services Agreement (PSA).
- f) E&Q - Experience and Qualifications. An aptitude and knowledge/familiarity factor which shall be considered by the appointed CSC during the evaluation process.
- g) Internal Services Department - Newly created County department which encompasses the consolidation of the following: Americans with Disability Act Coordination, Capital Improvements, General Services Administration, Human Resources, and Procurement Management.
- h) LOQ - Letter of Qualifications. A three page document identified in this NTPC, which will be utilized by Miami-Dade County to obtain information from A/E firms about their qualifications. Subject LOQ is required to be submitted on or before the deadline for receipt of proposals.
- i) Non-Responsive - Term utilized to identify a proposer, who in the County's sole discretion, has not complied with all the material requirements outlined in the solicitation, as applicable. Those proposers who are found non-responsive may not be considered for contract award.
- j) NTPC - Notice to Professional Consultants. A document soliciting professional A/E services. Subject document contains scope description, technical certification requirements, applicable contract measures, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.

- k) Preference – Term utilized to identify positive evaluation consideration granted, by the appointed CSC, to consultants demonstrating favored experience, as denoted in Section 1.2, Scope of Services.
- l) Pre-Qualification Certification - An annual certification process required of all firms providing A/E, landscape architectural, land surveying and mapping professional services pursuant to Miami-Dade County professional services agreements. Pre-qualification certification is the consolidation of various certification processes and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by the ISD. Pre-Qualification approval is granted to firms who have received approval from ISD on all the required certification processes outlined above.
- m) Project - Shall mean that fixed capital outlay study or planning activity as defined in Section 2-10.4(1) (e) (1) and (2), of the Code.
- n) Proposer – The person, firm, entity or organization submitting a response to this solicitation. Term is synonymous with the words “contractor,” “respondent” and/or “submitter.”
- o) PSA – Professional Services Agreement. Synonymous with the term “contract.”
- p) Responsive – Term utilized to identify a proposer who, in the County’s sole discretion, has complied with all the material requirements outlined in the solicitation, as applicable.
- q) SCS – Standing Selection Committee. As defined in Section 2-10.4 (5) of the Code, the committee appointed by the County Mayor or County Mayor’s designee to evaluate qualifications and performance of the firms requesting consideration for the specific project, and select the most qualified firm (s) to perform the services.

1.2 SCOPE OF SERVICES

MDT is establishing a continuous professional services agreement (PSA) in compliance with the applicable federal requirements under the Federal Transit Administration (FTA) Circular 4220.1F, FTA’s Best Practices Procurement Manual, and Florida Statutes 287.055. MDT intends to retain three consultants under separate, but identical non-exclusive PSAs.

The scope of the work includes, but is not limited to, technical and operation planning, transit studies, environmental impact statements in accordance with the National Environmental Policy Act (NEPA), limited scope design, permitting, engineering inspections, right-of-way support, surveying, structural, geotechnical, industrial, electrical, systems and mechanical engineering, architecture, fire/life/safety consulting, transit services and operations planning assistance, corrosion control, cost estimating, configuration management, and other professional services required for transit federally funded projects established under Florida Statutes 287.055.

Services may also include, but not be limited to, the following:

1. Short and long-range transit and transportation planning in accordance with FTA requirements;
2. Environmental impact statements for transit projects in accordance with the National Environmental Policy Act process;
3. Design criteria for transit federally funded projects;
4. Quality Assurance/Quality Control plan for transit projects in accordance with FTA requirements;
5. Safety and security certifications as required by federal agencies;
6. Support negotiation of full funding grant agreements with FTA;
7. Plan and specification reviews including reviews for federal compliance, independent bidability, constructability, and maintainability;
8. Design of new transit federally funded projects with limited scope;
9. Support system engineering;
10. Construction, engineering and inspection for transit federally funded projects;
11. Value engineering for transit federally funded projects;
12. Project cost estimates in accordance with FTA requirements;
13. Support with fire / life / safety concerns;
14. Support right-of-way engineering and land acquisition including: three appraisals per contract, expert witness relocation and closing agents in accordance with FTA requirements;
15. Utility coordination services for federally funded projects;
16. Service and operations planning of federally funded projects;
17. Support public involvement activities on federally funded projects;
18. Construction claims resolution in accordance with FTA requirements;
19. Traffic studies for transit federally funded projects;
20. Cost estimate and schedule preparation for transit federally funded projects;
21. Bridge inspection services including concrete segmental bridge inspection;
22. Load rating services;
23. Geotechnical engineering and material testing services in accordance with FTA requirements;
24. Surveying and mapping services in accordance with FTA requirements;
25. Other ancillary designs and tasks as directed by MDT.

The work assignment distribution shall be based on the selected firms' qualifications and ability to perform 100% of the work specified in the service work order. All three selected consultants will have the same opportunity to submit their qualifications and experience for each service work order. Each service work order request will be provided to all three selected consultants, and will include the evaluation criteria and point values (if any) that will be utilized to make the selection. The consultant most qualified will be selected for the respective assignment.

Each non-exclusive PSA will have an effective term of three years, and a maximum compensation of \$750,000. No minimum amount of work or compensation will be guaranteed. Funding for these services will be provided by the FTA on a project-by-project basis and in accordance with negotiated fees and tasks describes in each individual service work order.

1.3 TEAMING RESTRICTIONS

Respondents must select between submitting as a prime consultant or sub-consultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

1. Consultants electing to submit as a prime consultant may only respond once to a solicitation, limited to participation on a single team. If submitting as a prime consultant, said consultant may not participate as a sub-consultant on the same solicitation. In the event of specific industry requirements, the County Mayor or County Mayor's designee may make exceptions.
2. A/E sub-consultants may only participate on three teams when responding to a solicitation, due to the availability of firms in each of the specified A/E technical certification categories.
3. A/E sub-consultants may participate on more than three teams for the technical certification category denoted below, due to the limited availability of firms to provide said service:

9.03 – Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services

19.01 - Value Analysis and Life-Cycle Costing – Transportation Planning

19.02 – Value Analysis and Life-Cycle Costing – Mass Transit Systems

If a prime consultant or sub-consultant fails to adhere to the restrictions stated herein and participates in more than the outlined maximums, then all affected proposals shall be found non-responsive.

1.4 PRE-QUALIFICATION REQUIREMENTS

In accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-39 of Miami-Dade County, all firms and/or individual consultants properly licensed to provide A/E, landscape architectural, land surveying and mapping services, regardless of their individual assignments in connection with this project, and responding to this solicitation must have filed a pre-qualification package with and have an approved pre-qualification status from ISD by the response deadline of this solicitation. Firms and/or individual consultants are required to have and maintain an approved pre-qualification certification status at the time of submittal to this NTPC, throughout the selection process, at time of award, and throughout the duration of the contract term without any lapses. Interested A/E firms must secure the required pre-qualification certification, which includes, but may not be limited to technical certification, affirmative action plan verification vendor registration and execution of basic Miami-Dade County affidavits, as applicable, prior to the submittal date. Proposers (prime and/or sub-consultants) failure to be pre-qualified, at the time of proposal submittal, may render the proposal non-compliant.

PLEASE VERIFY EACH TEAM MEMBER PROVIDING A/E SERVICES HAS AN APPROVED PRE-QUALIFICATION CERTIFICATION PRIOR TO THE RESPONSE DEADLINE.

1.5 WORK HISTORY DISCLOSURE

Work History Disclosure (WHD) and supplement forms are not required to be submitted with the proposal. Any firm proposing on this solicitation that has not previously submitted a WHD is required to submit subject form(s), prior to the submittal date, to the Sustainability, Planning and Economic Enhancement (SPEE) Department, 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128, Attention: Ms. Patrice King. New firms requesting pre-qualification certification with Miami-Dade County to provide A/E, landscape architectural, land surveying and, mapping services are required to submit WHD forms to SPEE. For additional information, please contact Ms. Patrice King, SPEE, at (305) 375-3103.

1.6 A/E TECHNICAL CERTIFICATION REQUIREMENTS

- 3.01 Highways Systems – Site Development and Parking Lot Design (PRIME)**
- 3.04 Highway Systems – Traffic Engineering Studies (PRIME)**
- 16.00 General Civil Engineering (PRIME)**
- 1.01 Transportation Planning – Urban Area and regional Transportation Planning
- 1.02 Transportation Planning – Mass and rapid Transit Planning
- 2.01 Mass Transit Systems – Mass Transit Program (Systems) Management
- 2.02 Mass Transit Systems – Mass transit Program (Systems) Management
- 2.06 Mass Transit Systems – Mass Transit Safety Certification for System Elements
- 3.10 Highway Systems – Lighting
- 9.02 Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services
- 9.03 Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services
- 9.06 Soils, Foundations and Materials Testing – Materials Testing / Consulting / Training
- 10.01 Environmental Engineering – Stormwater Drainage Design Engineering Services
- 11.00 General Structural Engineering
- 12.00 General Mechanical Engineering
- 13.00 General Electrical Engineering
- 14.00 Architecture
- 15.01 Surveying and Mapping – Land Surveying
- 17.00 Engineering Construction Management
- 19.01 Value Analysis and Life-Cycle Costing – Transportation Planning
- 19.02 Value Analysis and Life-Cycle Costing – Mass transit Systems
- 20.00 Landscape Architecture
- 22.00 ADA Title II Consultants
- 26.00 Claims Analysis Services

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the “prime consultant”. The prime consultant will be held responsible for the coordination of all work and must hold technical certification in categories 3.01 - Highways Systems – Site Development and Parking Lot Design, 3.04 - Highway Systems – Traffic Engineering Studies, and 16.00 – General Civil

Engineering. Joint ventures shall not be allowed. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, then said individual is required to have the relevant certification(s). Individuals who are not technically certified will not be allowed to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For non-project specific questions regarding Miami-Dade County's A/E Technical Certification and Certification Committee meeting dates, please contact Nubia Jarquin, ISD, at (305) 375-5637. Technical Certification application submission deadline dates and Technical Certification meeting dates may be accessed via the web at http://www.miamidade.gov/oci/library/pqc-tc_schedule.pdf.

Proposers (prime and/or sub-consultants) failure to be technically certified at the time of proposal submittal, as applicable, may cause the proposal to be deemed non-compliant.

1.7 CONTRACT MEASURE(S)

The Miami-Dade County Disadvantage Business Enterprise (DBE), contract requirements (Exhibit "A") is as follows:

Three Agreements
10% DBE Goal, Each

Refer to Exhibit "A" – provisions package attached along with pertinent forms to be submitted

Proposed participating DBE firms must have a valid DBE certification from a Florida Department of Transportation (FDOT) Uniform Certification Program member by the response deadline of this solicitation. If selected, participating DBE firms must have a valid DBE certification at the time of award of the contract and throughout the contract term(s). Proposers are advised that the DBE certification process takes approximately eight weeks to complete.

All required DBE documents included in the requirements package, of this solicitation, must be completed and submitted. Failure to submit the required documentation may render the proposal non-responsive.

1.8 SCHEDULE

The anticipated schedule for this solicitation is as follows:

NTPC Available for Distribution:	May 31, 2012
Pre-Submittal Project Briefing:	June 11, 2012 at 11:00 P.M. (Local Time)

Location: Stephen P. Clark Center
111 N.W. 1st Street
18th Floor – Conference Room 18-3
Miami, Florida 33128

Deadline for Receipt of Questions: June 22, 2012, at 5:00 P.M. (Local Time)

Deadline for Receipt of Proposals: June 29, 2012 at 3:30 P.M. (Local Time)

Location: Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 17-202
Miami, Florida, 33128

First-Tier Meeting: Anticipated for the week of July 23, 2012.

A/E Consultant Selection Coordinator: Amelia M. Cordova-Jimenez

Address: Stephen P. Clark Center
111 N.W. 1st Street, Suite 1300
Miami, FL 33128

Telephone: (305) 375-2036

Facsimile: (305) 375-4407

E-Mail: ameliac@miamidade.gov

All project specific questions and/or requests for public documents shall be addressed, in writing, to the A/E Consultant Selection Coordinator, referenced above, with a copy to the COB.

While attendance is not mandatory, interested parties are encouraged to attend the Pre-Submittal Project Briefing. This meeting provides interested parties a more detailed scope of the requested services, response requirements, and provides any necessary clarifications prior to the response deadline. Proposers are encouraged to submit any questions in writing, to the A/E Consultant Selection Coordinator no less than three working days in advance of the Pre-Submittal Project Briefing date.

1.9 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and addressed to the A/E Consultant Selection Coordinator denoted in this NTPC. Subject requests must be submitted no later than the deadline for receipt of questions specified in Section 1.8, Schedule. The request must

contain the ISD project number, title, proposer's name, name of proposer's contact person, address, phone number, facsimile number, and e-mail address. Electronic facsimile or e-mail requesting additional information will be received by the A/E Consultant Selection Coordinator at the fax number or e-mail address specified in **Section 1.8** above.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in the form of written addenda; subject addenda will be issued prior to the deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in this NTPC or in any written addenda to this NTPC. Where there appears to be conflict between the NTPC and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to assure receipt of all addenda. Proposers are required to acknowledge the number of addenda received, in the LOQ, as part of their proposal.

Proposers who obtain copies of this NTPC from sources other than the County's website risk the potential of not receiving addenda. Such proposers are solely responsible for those risks. Only proposers, who are included in the County's Vendors List, for this particular NTPC, will receive pertinent addenda.

1.10 NTPC AVAILABILITY

A solicitation notification will be forwarded electronically to all consultants who are pre-qualified with Miami-Dade County and who have denoted an e-mail address, and commodity code 99-999 (PRE-QUALIFIED ARCHITECTS AND ENGINEERS) on their vendor registration form. It will also be e-mailed to those that have vendor enrolled. The NTPC and accompanying documents may be obtained online at <http://www.miamidade.gov>. Once directed to the aforementioned site click on "Procurement Solicitations" for additional information on how to do business with Miami-Dade County. Copies of the NTPC, forms, and accompanying participation provisions, as applicable, may also be obtained from ISD at the Stephen P. Clark Center, 111 NW 1st Street, 13th Floor, Suite 1300, Miami, Florida 33128. The phone and fax numbers for the unit are (305) 375-2307 and (305) 375-4407, respectively.

1.11 APPLICABLE LEGISLATION

The selected consultant will be required to abide by all applicable federal, state, and local laws, as amended. Applicable laws may include, but not be limited to, the following:

Federal Requirements

- Please refer to Exhibit "B" Federal Requirements and Provisions

Florida Statute(s)

- Section 119.07: Inspection and Copying of Records; Photographing Public Records; Fees; Exemptions.
- Section 287.055: Consultants Competitive Negotiation Act
- Section 287.133: Public Entity Crimes

Miami-Dade County Code

- Section 2-1076: Office of the Inspector General
The County has established the Office of the Inspector General (OIG), which is authorized and empowered to review past, present, and proposed County and Public Health Trust (PHT) programs, contracts, transactions, accounts, and records. The OIG has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The OIG may, on a random basis, perform audits on all County contracts pursuant to Section 2-1076(c)(8) on the County Code.
- Section 2-8.5: Local Preference
- Section 2-8.5.1: Local Certified Service-Disabled Veteran Business Enterprise
- Section 2-8.8: Fair Subcontracting Practices
- Section 2-10.4: Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying and Mapping Services.
- Section 2-11.1: Conflict of Interest and Code of Ethics
- Section 10-34: Listing of Subcontractors Required

Ordinance(s)

- 03-27: Cone of Silence
- 03-107: Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics
- 07-65: Sustainable Building Program
- 09-68: Local Certified Service Disabled Veterans Preference
- 82-37: A/E Affirmative Action Plan
- 98-30: County Contractors- Employment/Procurement Practices
- 11-24: Community Business Enterprise
- 11-90: Ordinance Relating to the Collection of Data for a Disparity Study

Implementing Order(s)

- 3-34: Formation and Performance of Selection Committees
- 3-32: Community Business Enterprise

Administrative Order(s)

- 3-20: Independent Private Sector Inspector General Services
- 3-21: Bid Protest Procedures
- 3-26: Ordinance Amending Section 2-10.4 Requiring Certain Agreements for Professional Architectural and Engineering Services to Include Value Analysis as a Part of the Base Scope of Services.
- 3-39: Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting
- 10-10: Duties and Responsibilities of County Departments for Compliance with the Americans with Disabilities Act (ADA)

Resolution(s)

- R-1040-93: Affirmative Action Plan Furtherance and Compliance
- R-385-95: Policy Prohibiting Contracts with Firms Violating the American with Disabilities Act

(ADA) and Other Laws Prohibiting Discrimination on the Basis of Disability ADA Requirements, are a Condition of Award, as Amended by Resolution R-182-00

- R-894-05: Independent Private Sector Inspector General Services
- R-744-00: Requiring the Continued Engagement of Critical Personnel in Contracts for Professional Services for the Duration of the Project
- R-185-00: Domestic Violence Leave Requirements are A condition of Award
- R-273-05: Public Involvement Planning
- R-390-10: Resolution Rescinding Administrative Order 3-34, Formation and Performance of Selection Committees, and Approving Implementing Order 3-34 to Provide Direction to The County Mayor or His Designee Regarding the Formation and Performance of Selection Committees.

Copies of the aforementioned legislation may be obtained at the COB. Refer to Section 1.8, Schedule, for detailed COB location information).

1.12 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon advertisement of each Request for Proposal (RFP) or Request for Qualifications (RFQ), and terminates at the time a written recommendation is issued to the County Manager (Manager) or Board of County Commissioners (BCC), as applicable. The Cone of Silence is hereby defined to mean a prohibition on the following, among possible others:

- (i) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the County's professional staff including, but not limited to, the Manager and his or her staff;
- (ii) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the County's professional staff including, but not limited to, the Manager and his or her staff;
- (iii) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;
- (iv) Any communication regarding a particular RFP, RFQ or bid between the Mayor, County Commissioners or their respective staffs and any member of the selection committee therefore;
- (v) Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor, County Commissioners and their respective staffs; and
- (vi) Any communication regarding a particular RFP, RFQ, or bid between any member of the County's professional staff and any member of the selection committee therefore.

The Manager and the Chairperson of the selection committee may communicate about a particular selection recommendation, but only after the committee has submitted an award recommendation to the Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change as well as the reasons for such change shall be described in writing and filed by the Manager with the COB and be included in any recommendation submitted by the Manager to the BCC. Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- (i) Competitive processes for the award of Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), State Housing Initiatives Partnership (SHIP) and Surtax Funds administered by the Miami-Dade County, Office of Community and Economic Development and the community-based organization (CBO) competitive grant processes administered by the Park and Recreation, Library, Water and Sewer, and Solid Waste Departments, Cultural Affairs and Tourist Development Councils and the Department of Environmental Resources Management;
- (ii) Communications with the County Attorney and his or her staff;
- (iii) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees of the Management and Technical Assistance Unit of SBD regarding small business and/or minority business programs, the CBE and Equitable Distribution Programs (EDP);
- (iv) Communications between a potential vendor, service provider, bidder, consultant or lobbyist and employees responsible for administering disadvantaged business enterprise programs in County departments receiving federal funds, provided the communications are limited strictly to matters of programmatic process or procedure;
- (v) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Manager makes his or her written recommendation;
- (vi) Any emergency procurement of goods or services pursuant to Administrative Order 3-2;
- (vii) Communications regarding a particular RFP, RFQ or bid between any person and the Vendor Information Center staff, the procurement agent or contracting officer responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (viii) Communications between a potential vendor, service provider or bidder and employees the DPM or other department identified in the solicitation document as the issuing department; and

- (ix) Consultations by employees of the DPM with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress.

Exceptions

- (i) The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the BCC during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the BCC unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the COB and the COB shall make copies available to any person upon request.
- (ii) The provisions of this ordinance shall also not apply to oral communications at briefings held by county commissioners and the County Mayor or his designee, after the selection committee or other evaluating group makes its recommendation to the Manager, provided that the briefings are not intended to influence the outcome of the selection committee or other evaluating group's recommendation to the Manager; provided, however, that this exception shall not apply to outside groups such as lobbyists or representatives of the responding or bidding companies or entities.

Penalties

In addition to the penalties provided in Subsections (s) and (v) hereof, violation of this Subsection (t) by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Miami-Dade County CSC. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Miami-Dade County employee shall subject said employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission.

Within 30 days of a recommendation from a selection committee, the County Mayor or his designee shall either appoint a negotiation committee or take other affirmative action with respect to the solicitation, including but not limited to rejection of proposals or recommendation for award. In the event that negotiations have not commenced within 30 days, or if such other affirmative action has not been taken within 30 days, the County Mayor or his designee shall report such event, and the reasons therefore, to the BCC. Additionally, the County Mayor or his designee shall present the COB with a recommendation for award, or a recommendation to reject proposals, within 90 days from the date a selection committee makes a recommendation. In the event that the County Mayor or his designee has not provided such recommendation to the COB within 90 days, the County Mayor or his designee shall provide a report on the status of the solicitation to the BCC, including the reasons for any delay.

Written communications may be in the form of an e-mail, with a copy to the COB at

clerkbcc@miamidade.gov.

This language denoted above is only a summary of the key provisions of the Cone of Silence. Please review Section 2-11.1(t) of the Miami-Dade County for a complete and thorough description of the Cone of Silence.

1.13 LOCAL PREFERENCE

The evaluation and ranking of proposals is subject to Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to local businesses. A local business, for the purposes of this section, shall be defined as a proposer which meets the following stipulations:

1. A business that has a valid Miami-Dade County occupational license issued at least one year prior to bid or proposal submission, and which is appropriate for the goods, services or construction to be purchased;
2. A business that has a physical Miami-Dade County business address, from which the vendor operates or performs business (Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address); and
3. A business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. To satisfy this requirement, the proposer shall affirm in writing its compliance with either of the following objective criterion as of the proposal submission date stated in the solicitation:
 - (a) Retention or expansion of employment opportunities in Miami-Dade County; or
 - (b) Vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County; or
 - (c) Some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

Local preferences shall be applied to A/E professional services solicitations as follows:

If two firms, one local and one non-local, are within five percent of each other's total qualitative scores, then the local firm will proceed to negotiations with the County. In the case of a two tier evaluation process, local preference shall also apply at the conclusion of the First Tier to allow eligible local proposers within five percent of the top ranked firms to advance to Second Tier evaluation. Local preference is only applicable to the prime consultant. As a result, the prime on the team shall complete, sign and submit ISD Form No. 1 "Local Business Preference Affidavit." Currently, the County does not extend local preference reciprocity to any other counties.

1.14 CONFIDENTIAL INFORMATION

The proposer shall not submit any information in response to this solicitation which he or she

considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. If a proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, then the County shall endeavor to redact and return subject information to the proposer as quickly as possible, if appropriate. The County will then evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.15 CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY

Questions regarding conflicts of interest shall be submitted by the prime consultant, prior to the submittal date, and addressed to Joseph Centorino, Executive Director, Miami-Dade County Commission on Ethics and Public Trust, (Ethics Commission), 19 West Flagler Street, Suite 820, Miami, FL 33130, with an electronic copy to Amelia M. Cordova-Jimenez, A/E Consultant Selection Coordinator, ISD, at ameliac@miamidade.gov. The Ethics Commission shall evaluate the request in order to determine if any possible conflicts of interest exist. Determinations by the Ethics Commission shall be rendered prior to the negotiation authorization recommendation being issued to the County Mayor or County Mayor's designee, and shall be deemed final. Any prime consultant, sub-consultant(s), or member(s) found to have a conflict will render the prime consultant's submittal non-responsive.

1.16 DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)

Proposers are invited to carefully review the draft PSA that is included in this NTPC as Exhibit "C". Please forward any comments and/or questions, in writing and prior to the conclusion of this selection process, to the A/E Consultant Selection Coordinator denoted in the NTPC. This draft PSA, together with the proposers' comments and/or questions, if any, will be discussed during the negotiation meeting(s) with the selected prime consultant.

1.17 SUSTAINABLE BUILDING PROGRAM, IF APPLICABLE

The primary mechanism for determining compliance with the Sustainable Building Program shall be the U. S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by the County's Sustainability Manager.

- New Construction (NC): All new construction projects shall be required to attain "Silver" or higher level rating under the LEED-NC Rating System.
- Major Renovations and Remodels: All major renovations and remodels shall attain "Certified" or higher level rating under the LEED-NC Rating System.

- Non-Major Renovations and Remodels: All non-major renovations and remodels shall attain "Certified" or higher level rating under the appropriate LEED Rating System such as LEED-NC, LEED-Existing Building (EB) or LEED-Commercial Interior (CI).
- Renovations, remodels, and other building upgrades not meeting the above criteria are encouraged to incorporate the maximum number of LEED approved green building practices as are feasible from a practical and fiscal perspective; however, LEED certification will not be required.

1.18 VENDOR REGISTRATION

A Miami-Dade County Vendor Registration Package (VRP) must be completed in order to be recommended for contract award. Effective July 1, 2008, a new VRP, inclusive of the Uniform Affidavit Packet (Affidavit Form), must be completed by vendors and returned to ISD's, Vendor Assistance Unit, within 14 days of notification of the intent to recommend for contract award. In the event the VRP is not properly completed and returned within the specified time the County may, in its sole discretion, award to the next lowest responsive, responsible proposer. The proposer is responsible for downloading the VRP and applicable affidavits, from the DPM website at www.miamidade.gov. In addition, copies of the VRP and applicable affidavits may be obtained from ISD's, Vendor Assistance Unit, located at the Stephen P. Clark Center, 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

1.19 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime is prohibited from the following:

- Submitting a proposal for a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting a proposal on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity;
- Transacting business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000), for a period of 36 months from the date of being placed on the Convicted Vendor List.

1.20 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003,

no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation that is dependent on, or in any way contingent upon, the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the BCC; 2) any action, decision or recommendation of the Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation that foreseeably will be heard or reviewed by the BCC or a County board or committee.

1.21 LOCAL CERTIFIED SERVICE DISABLED VETERANS PREFERENCE

In accordance with Section 2-8.5.1 of the Code of Miami-Dade County, this solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises (VBE). A VBE is entitled to receive an additional five percent of the total qualitative points at First and Second Tier, as applicable.

1.22 ENERGY EFFICIENT BUILDING TAX CREDIT, IF APPLICABLE

The Energy Policy Act (EP Act) of 2005 (Section 1331) as established IRS Section 179D, allows taxpayers to accelerate depreciation on the cost of qualified energy efficient commercial building property placed-in-service after December 31, 2005. This incentive was recently extended by the Emergency Economic Stabilization Act of 2008, to include improvements placed-in-service before January 1, 2014. The returns may be amended going back three tax years, so projects that come on line in 2007 or afterwards are eligible.

The Consultant is designated as the Designer/Construction Manager (“the Designer”) for the energy efficient improvements incorporated in the Energy Consumption Reduction Project (“the Project”) for:

- 1) The purposes of allocating accelerated depreciation benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended (the “Code”).
- 2) If County and the Internal Revenue Service (IRS) determine that the Consultant is eligible and shall receive accelerated depreciation benefits as a “Designer” for the purposes of Section 179D of the Code or that the Consultant shall otherwise benefit financially from the monetization of the accelerated depreciation benefit, the Consultant hereby agrees to discount its contract price or provide a cash rebate to County (the determination of rebate versus discount to be determined by County in its sole discretion) in an amount equal to the total financial benefit realized by the Consultant; at the time the financial benefit to the Consultant becomes ascertainable.
- 3) County reserves the right to retain a third party consultant (the “Third Party Consultant”) –to manage and administer the process of obtaining and monetizing the accelerated depreciation benefit derived from the Project and to designate the Third Party Consultant as the

“Designer” of the energy efficient improvements for the purposes of Section 179D of the Code.

- 4) The County agrees to cooperate in all reasonable respects with the Consultant’s efforts to obtain and monetize any such benefits derived from the Project on behalf of County.

1.23 SCRUTINIZED COMPANIES

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.24 SUBCONTRACTORS - RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES

Pursuant to Ordinance No. 11-90, for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender and ethnic origin of the owners and employees of its first tier subcontractors using the Subcontractor/Supplier Listing form. In the event that the successful proposer demonstrates to the County prior to award that the race, gender and ethnic information is not reasonably available at that time, the successful proposer shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

DIVISION 2.0 PROPOSAL REQUIREMENTS

2.1 FORMAT AND CONTENTS

Proposers should carefully follow the format and instructions outlined herein. LOQs must be submitted in paper format only. One original paper LOQ including the signature of the firm's authorized representative is required. Please refer to Section 2.2, Submittal Requirements for Initial Submission and Second Tier Additional Information, when Applicable, for the amount of copies to be submitted. Each proposal shall consist of the following documents to be submitted in the following order:

- LOQ
- Resumes (two page resume for all team members)
- ISD Form No. 1 – Local Business Preference Affidavit (as applicable)
- ISD Form No.2 – Reference - Prime Consultant's Reference for Similar Type Projects
- ISD Form No. 3 – Reference - A&E Sub-Consultant's Reference for Similar Type Projects
- ISD Form No.4 – Reference - Non A&E Sub-Consultant's Reference for Similar Type Projects (as applicable)
- ISD Form No. 7 – Subcontractor/Supplier Listing (Ordinance 97-104)
- ISD Form No. 9 – Fair Subcontracting Policies (Section 2-8.8 of the Miami-Dade County Code)
- Table of Organization (T.O.)
- Completed DBE forms and/or documentation (as applicable)

Every firm or team of firms, whether a sole respondent, a prime consultant firm, or a sub-consultant firm, must be responsive to all applicable items contained in this NTPC. Proposers shall not modify any of the forms provided, and must submit the completed forms listed below in their proposal. Failure to provide all of the requested information may deem a respondent's proposal non-responsive.

Each proposal (original and copies) shall be bound and consist of the following.

1. LOQ

A LOQ sample and instructional sheet is provided with the LOQ form. This document together with all other ISD applicable forms are available on Miami-Dade County's web page at the following link: http://www.miamidade.gov/oci/a_e_forms.asp

Proposers are advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual sub-consultant(s), after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. Under no circumstance shall a change be allowed that results in a proposer gaining a competitive advantage over other proposers.

The execution of the LOQ constitutes the unequivocal offer of the proposer to be bound by

the terms of its proposal. Failure of a respondent to properly execute the LOQ may render the proposal non-responsive. The County, may however, at its sole discretion, accept any proposal that includes an executed document which unequivocally binds the proposer to the terms of its offer.

2. Resumes

Two page resume for all team members.

Resumes must be submitted for all team members participating on the project. Subject document must be paginated and include personnel's name at the top of each page.

Additional personnel which do not adequately fit in the space provided in the LOQ may be added on an additional sheet to be appended to the LOQ.

3. ISD Form No. 1 - Local Business Preference Affidavit
ISD Form No.1 shall be completed and provided by the prime consultant firm claiming local preference in Miami-Dade County. Prime consultants must complete, execute and notarize the subject form, as well as attach any applicable documentation.
4. ISD Form No. 2 - Prime Consultant's References for Similar Type Projects
5. ISD Form No. 3 - A/E Sub-Consultant(s) References for Similar Type Projects
6. ISD Form No. 4 - Non-A/E Sub-Consultant(s) References for Similar Type Projects, if applicable
7. ISD Form No. 7 – Subcontractor/Supplier Listing (Ordinance 97-104)
8. ISD Form No. 9 – Fair Subcontracting Policies (Section 2-8.8 of the Miami-Dade County Code)
9. T.O. - A T.O., inclusive of the following information, is required to be submitted by the prime consultant:
 - a. Listing of all team member firms as denoted on the LOQ. All firms must be denoted with proper Federal Employer Identification Number (FEIN). For purposes of satisfying the applicable requirements of this solicitation, Miami-Dade County considers every company having a different FEIN, a separate legal entity.
 - b. Listing of all assigned personnel and professional services, including Miami-Dade County's technical certification categories assigned to each team member in connection with this project.
10. DBE Forms (as applicable)

Failure to provide the information required by Miami-Dade County may result in the negative evaluation of the team, or disqualification of the team, at Miami-Dade County's sole discretion.

Please ensure that each one of your references has been advised that they may be contacted by ISD staff, or designee, to verify the information provided in any of the following applicable forms:

ISD Form No. 2 - Prime Consultant's Reference for Similar Type Projects

ISD Form No. 3 - A/E Sub-Consultant(s) References for Similar Type Projects

ISD Form No. 4 - Non-A/E Sub-Consultant(s) References for Similar Type Projects

Pursuant to an Ethics and Public Trust Commission opinion, dated March 15, 2005, respondents requesting professional references from Miami-Dade County employees must submit said request in writing, to the attention of subject County employee with a copy to the COB. The COB may be reached via e-mail at clerkbcc@miamidade.gov, or via facsimile at (305) 375-2484.

Pursuant to Section 2-11.1(p) of the Miami-Dade County Code, County employees may not provide personal letters of recommendation.

The County Mayor or County Mayor's designee may impose the loss of eligibility to participate in County contracts, for a specified period of time not to exceed five years, upon an applicant, its individual officers, its shareholders with significant interests, and its affiliated businesses for violations of, or non-compliance with A.O. 3-39. Subject violations and/or non-compliance may include the falsification of information provided in a proposal and/or consultant selection documents.

2.2 SUBMITTAL REQUIREMENTS FOR INITIAL SUBMISSION AND SECOND TIER ADDITIONAL INFORMATION, WHEN APPLICABLE

Interested firms must submit their proposal in sealed envelope(s) and/or container(s), which clearly state the following:

- Project Number
- Project Title
- Consultant's Name
- Consultant's Mailing Address
- Consultant's Telephone Number

Each sealed envelope and/or container shall include one original and nine paper proposal copies, inclusive of the firm's authorized representative's signature.

All sealed envelopes and/or containers shall be delivered to the following location:

**Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, Suite 17-202 - Miami, Florida 33128
Attention: Mrs. Amelia M. Cordova-Jimenez
Re: ISD Project No. E12-MDT-01, ESP**

Pursuant to Florida Statute 119.07(3) (m), all proposals received will become public record 30 days after the response deadline.

To preclude a late respondent from having an advantage, economic or otherwise, all submittals shall be delivered to the COB, Suite 17-202, no later than the proposal submittal deadline denoted in Section 1.8, Schedule. The COB will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. All proposals received and time stamped by the COB prior to the proposal submittal deadline shall be accepted as timely submittals. The circumstances surrounding all proposals received and time stamped by the COB after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office, in order to determine whether the proposal will be accepted as timely.

The responsibility for submitting a proposal to the COB, on or before the stated time and date, is solely and strictly the responsibility of the proposer. Miami-Dade County is not responsible for delays caused by any mail, package/couriers service, nor caused by any other occurrence.

Be advised that all sealed proposal envelopes and/or containers received after the specified response deadline may not be considered.

2.3 POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

2.4 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be the sole responsibility of the proposer(s). No payment will be made for any responses received, nor for any other effort required of, or made by the proposer(s) prior to commencement of work as defined by a contract approved by the BCC.

DIVISION 3.0 EVALUATION/SELECTION PROCESS

3.1 INTRODUCTION

The County Mayor or County Mayor's designee will appoint a CSC with the appropriate experience and/or knowledge necessary to evaluate the scope of services. The CSC will be comprised of appropriate County personnel from multiple departments and members of the community as deemed necessary, while also being balanced with regards to ethnicity and gender.

3.2 SELECTION PROCESS

In accordance with the guidelines established in I.O. 3-34 and A.O. 3-39, proposals will be evaluated based on a two tier selection process, when applicable. In the event that the County receives fewer than three proposals, or fewer than three proposals are determined to be responsive and responsible to perform the required services, the County may proceed with the number of proposal(s) received which are determined to be responsive and responsible, provided that the County has conducted an analysis of market availability for subject services and determined at its sole discretion that there is no further market availability or immediate interest to provide subject services. Furthermore, in the event that the County receives fewer than three proposals, the County at its sole discretion may extend the proposal submittal deadline date, denoted in Section 1.8, Schedule, provided that proposal(s) have not been opened. A summary of the evaluation process to be utilized in this solicitation is set forth below.

3.3 PROPOSAL EVALUATION

The CSC will evaluate responsive, responsible proposals, based on First-Tier criteria, in an effort to make a responsible recommendation to the County Mayor or County Mayor's designee as to which of the respondents should be granted the right to negotiate a contract for the solicited services. This recommendation is made with the objective of effecting an equitable distribution of contracts among qualified firms. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended proposer(s).

First-Tier evaluation will be performed based on the criteria listed below. A proposer may receive a maximum qualitative point value of 100, or any portion thereof, per CSC member in his or her discretion, depending on the merit of the proposal in accordance with the following criteria:

<u>FIRST TIER EVALUATION CRITERIA</u>	<u>MAX. QUALITATIVE POINTS</u>
1A. Qualifications of Firms Including the Team Members Assigned to the Project	50
2A. Knowledge and Past Experience of Similar Type Projects	20
3A. Past Performance of the Firms	20
4A. Amount of Work Awarded and Paid by the County	5
5A. Ability of Team Members to Interface with the County	5

The CSC's qualitative scores for First-Tier criteria will be submitted via written ballot to the A/E Consultant Selection Coordinator, who is responsible for overseeing the selection process. The total

qualitative points given by each CSC member to each respondent will be converted to an ordinal score pursuant to Miami-Dade County Code 2-10.4. The highest and lowest final score for each firm in the first evaluation tier shall be discarded and not utilized to compute the final score of such firm pursuant to I.O. 3-34. The remaining scores will be totaled, and if applicable, LDVP, Local Business Preference, and any necessary tie-breakers will be applied to determine the ranking for First-Tier. Upon the County Mayor or County Mayor designee's approval, the County shall enter into negotiations with the recommended respondent(s).

NEGOTIATIONS:

The County reserves the right to enter into contract negotiations with the selected proposer(s). If the County and the proposer(s) do not agree to the terms of the PSA, then the County may elect to terminate negotiations and begin negotiating with the second highest ranked proposer and so forth. This process will continue until a contract has been executed, or all submittals have been rejected. No proposer shall have any claims and/or rights against the County arising from such negotiation and/or the qualification process.

**CARLOS A. GIMENEZ
COUNTY MAYOR
MIAMI-DADE COUNTY, FLORIDA**



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)

(I) - PROJECT INFORMATION

OCI Project No.: E12-MDT-01,ESP Measures 10% Goal ☒ Set-Aside ☐ DBE ☒ No. of Addenda Received:
Project Name: CONTINUOUS PROFESSIONAL SERVICES EXCLUSIVELY FOR FEDERALLY FUNDED PROJECTS

Firm No. 1

(II) - PRIME CONSULTANT INFORMATION

Name: FEIN: E-mail:
Business Address: Principal: Phone: () -
Contact Person's Name and Title: Project Manager: Fax: () -
Assigned Personnel:

Firm

(III) - PROPOSED A/E SUB-CONSULTANT(S) INFORMATION

No.	Firm Name	FEIN	Assigned Personnel
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

(IV) – A/E TECHNICAL CERTIFICATION REQUIREMENTS

A/E Technical Certification Category		Prime	Sub-
3.01	Highways Systems – Site Development and Parking Lot Design (PRIME)		
3.04	Highway Systems – Traffic Engineering Studies (PRIME)		
16.00	General Civil Engineering (PRIME)		
1.01	Transportation Planning – Urban Area and regional Transportation Planning		
1.02	Transportation Planning – Mass and rapid Transit Planning		
2.01	Mass Transit Systems – Mass Transit Program (Systems) Management		
2.02	Mass Transit Systems – Mass transit Program (Systems) Management		
2.06	Mass Transit Systems – Mass Transit Safety Certification for System Elements		
3.10	Highway Systems – Lighting		
9.02	Soils, Foundations and Materials Testing – Geotechnical and Materials Engineering Services		
9.03	Soils, Foundations and Materials Testing – Concrete and Asphalt Testing Services		
9.06	Soils, Foundations and Materials Testing – Materials Testing / Consulting / Training		
10.01	Environmental Engineering – Stormwater Drainage Design Engineering Services		
11.00	General Structural Engineering		
12.00	General Mechanical Engineering		
13.00	General Electrical Engineering		
14.00	Architecture		
15.01	Surveying and Mapping – Land Surveying		
17.00	Engineering Construction Management		
19.01	Value Analysis and Life-Cycle Costing – Transportation Planning		
19.02	Value Analysis and Life-Cycle Costing – Mass transit Systems		
20.00	Landscape Architecture		
22.00	ADA Title II Consultants		
26.00	Claims Analysis Services		

No.	(V) - PROPOSED NON-A/E SUB-CONSULTANT(S) INFORMATION		
a	Firm Name: _____ FEIN: _____ Phone: () - _____ Address: _____ Assigned Personnel: _____ Assigned Services: _____		
	Firm Name: _____ FEIN: _____ Phone: () - _____ Address: _____ Assigned Personnel: _____		
b	Assigned Services: _____		
(VI) - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY			
(VII) - RESUMES FOR ASSIGNED PERSONNEL			
Attach two (2) page resumes for assigned personnel identified on this LOQ.			
(VIII) - LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE			
<p>A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) is certified by the State of Florida Department of Management Services as a Service-Disabled Veteran Business Enterprise pursuant to Section 295.187 of the Florida Statutes, prior to proposal submittal. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.</p> <p><input type="checkbox"/> Place a checkmark here only if affirming proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.</p>			
THE EXECUTION OF THE LOQ CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF HIS OR HER PROPOSAL. FAILURE OF AN AUTHORIZED PRIME FIRM REPRESENTATIVE TO SIGN THIS LOQ WHERE INDICATED BELOW, MAY RENDER THE PROPOSAL NON-RESPONSIVE. HOWEVER, THE COUNTY MAY, AT ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF HIS OR HER OFFER.			
(IX) - PRIME CONSULTANT ACKNOWLEDGEMENT			
I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct. Authorized Prime Consultant's Representative: _____ Title: _____ <div style="text-align: center;">(Print Name)</div> Signature Authorized Representative: _____ Date: _____			

FOR MIAMI-DADE COUNTY – ISD USE ONLY

DO NOT WRITE IN THIS SECTION

A/E TECHNICAL CERTIFICATION REQUIREMENTS

TC #	Team	Pre Q		TC		Additional Comments
3.01		Yes	No	Yes	No	
3.04		Yes	No	Yes	No	
16.00		Yes	No	Yes	No	
1.01		Yes	No	Yes	No	
1.02		Yes	No	Yes	No	
2.01		Yes	No	Yes	No	
2.02		Yes	No	Yes	No	
2.05		Yes	No	Yes	No	
3.10		Yes	No	Yes	No	
9.02		Yes	No	Yes	No	
9.03		Yes	No	Yes	No	
9.05		Yes	No	Yes	No	
10.01		Yes	No	Yes	No	
11.00		Yes	No	Yes	No	
12.00		Yes	No	Yes	No	
13.00		Yes	No	Yes	No	
14.00		Yes	No	Yes	No	
15.01		Yes	No	Yes	No	
16.00		Yes	No	Yes	No	
19.01		Yes	No	Yes	No	
19.02		Yes	No	Yes	No	
20.00		Yes	No	Yes	No	
22.00		Yes	No	Yes	No	
26.00		Yes	No	Yes	No	
		Yes	No	Yes	No	
		Yes	No	Yes	No	
		Yes	No	Yes	No	

FOR MIAMI-DADE COUNTY – ISD USE ONLY

DO NOT WRITE IN THIS SECTION

ISD FORMS AND OTHER DOCUMENTATION

Forms	Verification		Additional Comments
ISD Form No. 1	Yes	No	
ISD Form No. 2	Yes	No	
ISD Form No. 3	Yes	No	N/A
ISD Form No. 4	Yes	No	N/A
ISD Form No. 7	Yes	No	
ISD Form No. 9	Yes	No	
Table of Organization	Yes	No	
Resumes	Yes	No	
Completed DBE Forms and/or documentation	Yes	No	



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ARCHITECT-ENGINEER LETTER OF QUALIFICATIONS (LOQ)

(I) - PROJECT INFORMATION

OCI Project No.: **E08-SEA-03** Measures **15%** Goal ☐ Set-Aside ☐ CBE ☒ DBE No. of Addenda Received: **8**
Project Name: **Port of Miami 2035 Master Plan**

Firm No. **1**

(II) - PRIME CONSULTANT INFORMATION

Name: All Star Engineering Corp. FEIN: 00-0000000 E-mail: allstareng@yahoo.com
Business Address: 111 Willow Lane – Miami, FL 33160 Principal: Julio Perez Phone: 3055555555
Contact Person's Name and Title: Larry Smith, PE, Senior VP Project Manager: Maria Brookes Fax: 3055550000
Assigned Personnel: Julio Sanchez, PE, Miguel Fernandez, PE, Claire Jackson, PE, Carmen Soto, PE, Larson Williams, PE

Firm No.

(III) - PROPOSED A/E SUB-CONSULTANT(S) INFORMATION

Firm No.	Firm Name	FEIN	Assigned Personnel
2	XYZ Engineering, Inc.	11-1111111	M. González, W. Hernández, T. Brower
3	A2Z, Inc.	11-1111110	F. Baez, G. Lorenzo, Q. Williams, A. Vignati
4			
5			
6			
7			
8			

(IV) - A/E TECHNICAL CERTIFICATION REQUIREMENTS

A/E Technical Certification Category		Prime	Sub-
16.00	GENERAL CIVIL ENGINEERING (PRIME)	1	3
5.01	PORT AND WATERWAY SYSTEMS – ENGINEERING DESIGN		3
5.05	PORT AND WATERWAY SYSTEMS – CARGO TERMINAL DESIGN		2
5.06	PORT AND WATERWAY SYSTEMS – CARGO TERMINAL EQUIPMENT DESIGN		2, 3
5.09	PORT AND WATERWAY SYSTEMS – ENVIRONMENTAL DESIGN		3
5.10	PORT AND WATERWAY SYSTEMS – TRANSPORTATION SYSTEM DESIGN		2
5.11	PORT AND WATERWAY SYSTEMS – CONSTRUCTION MANAGEMENT		2
10.01	ENVIRONMENTAL ENGINEERING – STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES	1	2, 3

(V) - PROPOSED NON-A/E SUB-CONSULTANT(S) INFORMATION

a	Firm Name: T Group, Inc. FEIN: 11- Phone: 3055552222 Address: 123 Mockingbird Lane, Miami, FL 33166 Assigned Personnel: Miriam Sosa, Elise Martin
	Assigned Services: Media Relations
b	Firm Name: ETC, Inc. FEIN: 11- Phone: 5105553333 Address: 523 Morningside Boulevard – Oakland, CA 94612 Assigned Personnel: Edward T. Commons
	Assigned Services: Cost Estimating

(VI) - ABILITY OF TEAM MEMBERS TO INTERFACE WITH THE COUNTY

Please fill in according to the instructions provided in the LOQ Instructional Sheet.

(VII) - RESUMES FOR ASSIGNED PERSONNEL

Attach two page resumes for assigned personnel identified on this LOQ.

(VIII) - LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 238.5 of the Code of Miami-Dade County and b) is certified by the State of Florida Department of Management Services as a Service-Disabled Veteran Business Enterprise pursuant to Section 295.187 of the Florida Statutes, prior to proposal submittal. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

- ☐ Place a checkmark here only if affirming proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

THE EXECUTION OF THE LOQ CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF HIS OR HER PROPOSAL. FAILURE OF AN AUTHORIZED PRIME FIRM REPRESENTATIVE TO SIGN THIS LOQ WHERE INDICATED BELOW, MAY RENDER THE PROPOSAL NON-RESPONSIVE. HOWEVER, THE COUNTY MAY, AT ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF HIS OR HER OFFER.

(IX) - PRIME CONSULTANT ACKNOWLEDGEMENT

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Authorized Prime Consultant's Representative: Julio Perez, P.E. Title: Principal
(Print Name)

Signature of Authorized Representative: _____ Date: 3/23/10

FOR MIAMI-DADE COUNTY - ISD USE ONLY**DO NOT WRITE IN THIS SECTION****A/E TECHNICAL CERTIFICATION REQUIREMENTS**

TC #	Team	Pre Q	TC	Additional Comments
16.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
17.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
18.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
19.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
20.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
21.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
22.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
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25.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
26.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
27.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
28.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
29.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
30.00		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	

FOR MIAMI-DADE COUNTY - ISD USE ONLY**DO NOT WRITE IN THIS SECTION****ISD FORMS AND OTHER DOCUMENTATION**

Forms	Verification	Additional Comments
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ISD Form No. 2	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
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INTERNAL SERVICES DEPARTMENT (ISD)

LETTER OF QUALIFICATIONS (LOQ) - INSTRUCTIONAL SHEET

PURPOSE

Miami-Dade County (County) will utilize this Letter of Qualifications (LOQ) to obtain information from architecture and engineering (A/E) firms about their qualifications. A/E firms will be short-listed on the basis of their professional qualifications pursuant to Section 287.055, Florida Statutes, Chapter 2, Sections 2-8.1 (as amended by Ordinance 05-15), Section 2-10.4 of the Miami-Dade County Code, Implementing Order No. 3-34, and Administrative Order 3-39. The Competitive Selection Committee (CSC) or ~~Standing Selection Committee (SSC)~~ will utilize the information provided in the LOQ, to evaluate and short-list respondents according to the evaluation criteria set forth in the Notice to Professional Consultants (NTPC). All respondents are required to complete the three page LOQ. Note that the County may, at its sole discretion, deem respondents who do not adhere to the LOQ three page maximum not in compliance; this may result in the team's disqualification from further evaluation.

GENERAL INSTRUCTIONS

Font Elements

The following font elements must be utilized when completing all ISD proposal documents listed in Section 2.1, Format and Contents, of the NTPC:

- Font Type - Times New Roman
- Font Style – Regular
- Font Size – A Minimum of Nine Point

LOQ Section I - Project Information

Includes general project information, such as project number, project title, and applicable Community Business Enterprise (CBE) or Disadvantage Business Enterprise measures. The information in this section will be provided by ISD. Prime consultants will indicate the number of addenda received for the solicitation, as applicable. See sample LOQ attached to this instructional sheet.

LOQ Section II - Prime Consultant Information

Includes proposer's information, such as prime firm name, prime Federal Employer Identification Number (FEIN), prime e-mail address, prime business address, principal's name, contact person's name and title, project manager's name, names of assigned personnel, and prime firm's telephone and facsimile numbers. Proposers may utilize additional sheets of paper, in order to denote assigned personnel that exceed the space provided in this section, provided that the same format is applied and that the section's number sequence is followed. See sample LOQ attached to this instructional sheet.

LOQ Section III - Proposed A/E Sub-Consultant(s) Information

Includes proposed team member information, such as A/E sub-consultant firm's name, A/E sub-consultant firm's FEIN, A/E sub-consultant firm's assigned personnel. Proposers may utilize additional sheets of paper, in order to denote assigned personnel that exceed the space provided in this section, provided that the same format is applied and that the section's number sequence is followed. Limitations

denoted in Section 1.3, Teaming Restrictions, of the NTPC may apply and should be considered when selecting team members. See sample LOQ attached to this instructional sheet.

LOQ Section IV - A/E Technical Certification Requirements

Includes A/E technical certification categories required for this solicitation. The information in the first column will be provided by ISD. It is the responsibility of the prime consultant to fill out the second and third columns utilizing the numbers assigned to each of the team members, as denoted in LOQ Section II - Prime Consultant Information, and LOQ Section III - Proposed A/E Sub-Consultant(s) Information, according to the professional services each firm will provide for the project. If additional A/E technical certifications will be utilized, the prime consultant will be required to input such technical certification number, corresponding name of the technical certification category, and the team member's number as denoted on LOQ Section II - Prime Consultant Information, or LOQ Section III - Proposed A/E Sub-Consultant(s) Information, which has been assigned subject service. See sample LOQ attached to this instructional sheet.

LOQ Section V - Proposed Non A/E Sub-Consultant(s) Information

Includes proposed non-A&E sub-consultant(s) information, such as the name(s) of the non-A&E team member(s) and their FEIN(s). In addition, the following information must be provided: Non-A&E sub-consultant telephone number (including area code), business address, assigned personnel, and assigned services. Proposers may utilize additional sheets of paper, in order to denote assigned personnel that exceed the space provided in this section, provided that the same format is applied and that the section's number sequence is followed. See sample LOQ attached to this instructional sheet.

LOQ Section VI - Ability of Team Members to Interface with the County

Allows the prime consultant to provide a brief description of its communication capabilities, proximity to the project, commitment to satisfy the County's requirements, and familiarity with County guidelines. See sample LOQ attached to this instructional sheet.

LOQ Section VII - Resumes for Assigned Personnel

Pursuant to Section 2.1, Format and Contents, Item No. 2, of the NTPC, proposers must attach two page resumes for assigned personnel identified on the LOQ. Resumes must be paginated and must include the assigned personnel's name at the top of each page. Additional assigned personnel which do not adequately fit in the space provided in the LOQ may be added on an additional sheet to be appended to the LOQ.

LOQ Section VIII - Local Certified Service-Disabled Veteran Business Enterprise

If applicable, please check and provide a copy of the required certification with the proposal.

LOQ Section IX - Prime Consultant Acknowledgement

An authorized representative of the prime firm must sign and date the completed LOQ. Signing attests the information provided is current and factual. The name and title of the authorized representative, who signed and dated the LOQ, must be clearly denoted.

Execution of the LOQ constitutes the unequivocal offer of a proposer to be bound by the terms of his or her proposal. Failure of an authorized prime firm representative to sign Section IX, Prime Consultant Acknowledgement, of the LOQ may render the proposal non-responsive. However, the County, at its sole discretion, may accept any proposal that includes an executed document which unequivocally binds the proposer to the terms of his or her offer.

ISD FORM NO. 1
LOCAL BUSINESS PREFERENCE AFFIDAVIT

Proposals submitted for this solicitation will be reviewed by the Competitive Selection Committee (CSC) or Standing Selection Committee (SSC) for a local business preference in accordance with Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code. The aforementioned section of the Miami-Dade County Code provides that preference be given to local businesses, except where contrary to federal or state law or any other funding source requirements. A local business, for the purposes of receiving the aforementioned preference, shall be defined as a proposer which meets all of the following criteria:

1. Proposer has a valid Miami-Dade County occupational license, issued at least one year prior to proposal submittal that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said occupational license(s) hereto. (Note: Current and previous year's license(s) may need to be submitted as proof that proposer has had subject license at least one year prior to the proposal submittal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County, from which the proposer operates or performs business. (Post Office boxes are not verifiable and shall not be utilized for the purpose of establishing a physical address.)

Proposer shall indicate its Miami-Dade County physical business address:

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the proposer shall affirm in writing its compliance with any of the following objective criteria, as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer contributes to the retention and expansion of employment opportunities in Miami-Dade County.
- ☐ b) Proposer contributes to Miami-Dade County's tax base by paying either real property taxes, or tangible personal property taxes to the County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution such as _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement above defining how the proposer meets subject criteria.

By signing below, proposer affirms that it meets the above criteria to qualify for Local Business Preference and has submitted the requested documents.

Proposer: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Prime Firm Representative:

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,

(Date)

by _____ He/She is personally known to me or has presented

(Affiant)

_____ as identification.

(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____

(State)

Notary Seal



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)

ISD FORM NO. 2 - PRIME-CONSULTANT'S
REFERENCE FOR SIMILAR TYPE PROJECTS

List previous similar type project in which the prime consultant, listed in the table of organization, has performed work. Reference provided below should be for one project within a ten year period, from the proposal submittal due date of this solicitation, unless otherwise stipulated in Section 1.2, Scope of Services, of the NTPC.

Prime Consultant Name:

Reference Project Name/Address:

Name(s) and Role(s) of Prime Consultant Personnel Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Professional Fees: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date: /

Construction Completion Date: /

Reference Company Name:

Reference Name:

Reference Telephone Number:

Facsimile Number:

E-mail:

Prime consultant may utilize the space below to expand on the scope of services provided for this project:



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)

ISD FORM NO. 3 – A&E SUB-CONSULTANT'S
REFERENCE FOR SIMILAR TYPE PROJECTS

List previous similar type project in which the A&E sub-consultant, listed in the table of organization, has performed work. Reference provided below should be for one project within a ten year period, from the proposal submittal due date of this solicitation, unless otherwise stipulated in Section 1.2, Scope of Services, of the NTPC.

A&E Sub-Consultant Name:

Reference Project Name/Address:

Name(s) and Role(s) of A&E Sub-Consultant Personnel Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Professional Fees: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date: /

Construction Completion Date: /

Reference Company Name:

Reference Name:

Reference Telephone Number:

Facsimile Number:

E-mail:

A&E Sub-Consultant may utilize the space below to expand on the scope of services provided for this project:



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 4 – NON-A&E SUB-CONSULTANT'S
REFERENCE FOR SIMILAR TYPE PROJECTS

List previous similar type project in which the Non-A&E sub-consultant, listed in the table of organization, has performed work. Reference provided below should be for one project within a ten year period, from the proposal submittal due date of this solicitation, unless otherwise stipulated in Section 1.2, Scope of Services, of the NTPC.

Non-A&E Sub-Consultant Name:

Reference Project Name/Address:

Name(s) and Role(s) of Non-A&E Sub-Consultant Personnel Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Professional Fees: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date: /

Construction Completion Date: /

Reference Company Name:

Reference Name:

Reference Telephone Number:

Facsimile Number:

E-mail:

Non-A&E Sub-Consultant may utilize the space below to expand on the scope of services provided for this project:



Project Name:

Project Number:

<p>In accordance with Miami-Dade County Code, Sections 2.8.1 and 10.34, this form must be submitted as a condition of award by all bidders, and respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/proposer who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder or proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.</p>	<p>In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.</p>
<p align="center">(Please duplicate this form if additional space is needed.)</p>	

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**MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 7 – SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2.8.1 and 10-34)**

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Prime Contractor/Respondent's Signature
SUB 100

Print Name

Print Title

Date



MIAMI-DADE COUNTY – INTERNAL SERVICES DEPARTMENT (ISD)
ISD FORM NO. 9 – Fair Subcontracting Policies
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Proposer's Name: _____

EXHIBIT "A"

DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT
DBE & EEO PROFESSIONAL SERVICES REQUIREMENTS
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I. DEPARTMENT OF LABOR PROVISIONS

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - MDC shall upon its own action or upon written

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request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Non-Construction Contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth on subparagraphs (1) through (4) of this paragraph.

6. Contract Termination: Debarment.

A breach of the contract clauses in 29 C.F.R. Parts 5 and any other labor standards where applicable may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

7. Disputes Concerning Labor Standards.

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Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontracts) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

B. DISCRIMINATION PROHIBITED

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as MDC deems appropriate. (49 CFR Part 26.13(b))

C. NONDISCRIMINATION (General)

The proposer will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of

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DBE/ EEO REQUIREMENTS

1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

D. DISABILITY NONDISCRIMINATION.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. [d].)

1. "In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Also, in accord with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Additionally, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section # 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. Furthermore, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue."

SECTION III: DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION REQUIREMENTS

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DBE/ EEO REQUIREMENTS

A. DEFINITIONS: As used in this Disadvantaged Business Enterprise (DBE) Contractor Participation Provision ("Provision"), the following terms shall have the following meanings (the definitions shall not apply outside of this Provision where inconsistent with those contained elsewhere in the Proposal documents):

1. Affirmative Action - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
2. Board - Board of County Commissioners, Miami-Dade County, Florida.
3. Challenge - A formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.
4. Commercially Useful Function – When a DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself, in light of industry practices and other relevant considerations. If, MDC has any reason to believe that a firm, while an eligible DBE, is not performing a commercially useful function in a particular transaction, the contractor will not receive credit toward the Goal.
5. Compliance Monitor – The Transit Contracts Compliance Officer, as designated by the Director of MDC to monitor contracts and to make recommendations to MDC with respect to compliance with this Provision.
6. Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them; the Contract, executed by MDC and the successful proposer, of which this Provision is a part. For the purposes of this program, a lease is considered to be a contract.
7. Contract Goal- DBE participation goal established by the Board of County Commissioners for this Contract solicitation.
8. Contract Price- the total Proposal price of the successful proposer as awarded by the Board of County Commissioners.
9. Contracting Officer- The Director of the Miami-Dade Transit or designee.
10. Contracting Opportunity - Any decision by the Miami-Dade county or contractor to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).
11. DBE Affidavit of Continuing Eligibility- an affidavit from a certified DBE, which the DBE submitted to the certifying agency at the DBE latest anniversary date, certifying that the DBE continues to meet the eligibility criteria of the DBE program, pursuant to 49 CFR Part 26.

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DBE/ EEO REQUIREMENTS

12. DBE Certification Letter - A letter issued to a firm by the State of Florida Unified Certification Program (UCP) certifying member or agency, declaring that the firm is certified as a DBE.
13. DBE Directory - A registry of certified DBE available published to aid in the identification DBE; available on the MDC web portal, www.miamidade.gov, or the State of Florida Uniform Certification Program web site: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>
14. Disadvantaged Business Enterprise or DBE - A "for-profit small business concern--
- a. That is at least 51 percent owned, managed and controlled by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent of the stock of which is owned by one or more such individuals; and
 - b. That is certified as a DBE by a certifying member of the State of Florida Uniform Certification Program.
15. Goal – A percentage of the total contract price that is to be expended with certified DBE
16. Letter of Intent - A letter from a DBE subcontractor listed on the Schedule for Participation to the Prime Contractor, expressing the DBE intent to participate on the project and the dollar amount that the prime has committed to such DBE.
17. Manufacturer - An individual (or individuals) who owns, operates, or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the Miami-Dade county, Contractor, or Transit Vehicle Manufacturer.
18. MDC - Miami-Dade County, Dade County or the County or Miami-Dade county or MDT as referred to in the Contract Documents.
19. Prime and Sub Information Form- A form listing certain background of the firms interested in participating in this project.
20. Proposer - An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a offer for work.
21. Qualified - a Contractor is qualified to do specific work if it meets all of the following criteria:
- a. It has or is able to obtain any and all licenses required to do such work;
 - b. It has the necessary experience, organization, technical qualifications skills and facilities to do such work;
 - c. It is able to comply with the performance schedule reasonably needed for such work;
 - d. It does not have an unsatisfactory record of integrity, judgment and performance;
 - e. It is able to meet the applicable equal employment opportunities requirements; and
 - f. It is not otherwise ineligible to perform such work under applicable laws and regulations.
 - g. The DBE is certified in the area where the work is to be performed. See 49 CFR 26.71(n).

22. Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.

23. Socially and Economically Disadvantaged Individual - means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

a. Any individual who MDC finds to be a socially and economically disadvantaged individual on a case-by-case basis.

b. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:

- (1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;
- (2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
- (3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (6) Women;
- (7) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

24. Schedule of Participation - A schedule submitted by a prime contractor, containing names, tasks, dollar amounts, percentages of work, commencement and completion dates, assigned, committed or allocate to DBE subcontractors.

25. Successful Proposer - the proposer to which the Contract is awarded.
26. Unavailable - A contractor is unavailable to do specific work if:
- It has that knowledge of the terms and specifications of the Contract needed to formulate intelligently a proposal to do such work or to decline intelligently an opportunity to formulate such a proposal; and
 - It does not intend, or is unable, to make a proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such work, unwillingness to meet the specifications for such work, unwillingness to work on this project or in this geographic area, or such other reason as is determined by MDC to be sufficient.
27. U.S. Department of Transportation Regulations - the final rules and regulations published in the Federal Register (Vol. 64, No. 21, P. 5126 et seq.) dated Tuesday, February 2, 1999, entitled PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS.
28. DBE Contractor Identification Statement- a statement, in the form annexed to this Provision, to be signed by and containing information on a DBE Contractor.

B. UTILIZATION OF DBES:

1. Affirmative Action Obligation.

All projects, with Federal Funding.

- Policy. MDC is committed to carry out the DBE Program and to meet the objectives stated in the program, including nondiscrimination in the award and administration of DOT assisted contracts in MDC's transit programs; creating a level playing field on which DBEs can compete fairly; and ensuring that MDC's DBE program is narrowly tailored in accordance with applicable law. Consequently, the requirements of 49 CFR Part 26 apply to this project.
- DBE Obligation. The proposer, DBE or otherwise, agrees to ensure that DBE, as defined in 49 CFR Part 26 and this Provision, are given the opportunity to participate in the performance of this contract for it is financed in whole or in part with Federal Funds. Consequently, the contractor shall take all necessary and reasonable steps pursuant to 49 CFR Part 26 and this Provision to ensure that DBEs have the opportunity to compete for and perform on this contract. Additionally, the proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

All determinations of compliance or non-compliance of the proposer with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative

reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

2. DBE Goal

The minimum Goal for participation by DBE on this project is Ten (10%) percent of the total price of the Contract.

3. Competition Required

The Contractor or Proposer shall select DBE subcontractors, including DBE suppliers, on a competitive basis to the maximum practical extent, consistent with the objectives and requirements of the contract and 49 CFR part 26. Contractor or Proposer is prohibited from requiring unnecessary experience; excessive bonding and qualification.

4. DBE Proposer

A Proposer which is itself a DBE may achieve the Goal by performing work with its own forces at a value not less than the Goal and will be subject to compliance with the applicable requirements of Section III.B.(1) and (2) of this Provision and any other requirements pursuant to 49 CFR Part 26.

5. Title VI Compliance (Civil Rights Act of 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive proposal or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and

instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraph (a) Section III.B.4 through Section III.B.4(f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

C. REQUIREMENTS PRIOR TO CONTRACT AWARD

1. Requirements at BID Submittal

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DBE/ EEO REQUIREMENTS

Each proposal shall register in the Disadvantaged Business Enterprise (DBE) Tracking Software and include the following documents:

a) An executed Certificate of Assurance and A completed Prime and Sub Information Form for the proposer/s and one for each interested DBE and non-DBE subcontractor/s who sought to work on the project with the proposer.

A proposal that fails to include the Certification of Assurance or the Prime and Subcontractor Information Form may be deemed non-responsive.

2. Submittal Prior to Negotiations/Award

a. Each selected proposer, in order to be eligible for award consideration, shall submit the following documents to MDC at the minimum two (2) days prior to the scheduled negotiations/award date:

(1) A Schedule for Participation, executed by the prime.

(2) From each proposed DBE, the prime shall collect and submit to the County, a Letter of Intent.

(3) From each DBE, a copy of the DBE Affidavit of Continuing Eligibility, which the DBE submitted to its certifying agency within the last 12 months or on the DBE's most recent anniversary date;

(4) A complete DBE Contractor Identification Statement.

(5) For each DBE proposed, the prime shall obtain from the DBE and submit to the County a copy of the DBE's Certification Letter, showing that the DBE is certified in the specific work category in which the DBE will be performing its scope.

b. Each selected proposer who submitted An executed Certificate of Assurance as to Having Documented Adequate Good Faith Efforts to Meet the Established DBE Goal, as a matter of responsibility, shall submit to MDC the following, two (2) business days prior to the scheduled negotiations date:

(1) If the proposer does not show on the Schedule for Participation how the DBE goal will be met, in order to be given further consideration for this project, the proposer must document adequate good faith efforts. This means that the proposer must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The SCHEDULE for PARTICIPATION, the LETTERS of INTENT, and an affidavit from potential DBE certifying that they will not be available to perform on this project may be used as part of this documentation.

(2) In any situation in which MDC has established a contract goal, MDC will use the good faith efforts mechanism spelled out in 49 CFR Part 26, Appendix A. MDC will make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good faith efforts. MDC will consider the quality, quantity and intensity of the different kinds of efforts that the proposer has made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. MDC emphasizes that the determination concerning the sufficiency of the proposer's good faith efforts is a judgment call: meeting quantitative formulas is not required.

(3) MDC does not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, provided that the proposer has demonstrated adequate good faith efforts. MDC will give fair and serious consideration to bona fide good faith efforts.

(4) The following is a list of the types of actions which the proposer is strongly advised to consider as part of its good faith efforts to meet the DBE goal. The list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

a) Soliciting through all reasonable and available means (e.g., attendance at pre-Proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

d) (i) Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names addresses, and telephone numbers of DBEs that were

considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(ii) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make

good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the contractor's efforts to meet the project goal.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

3. Selection Criteria and Meeting or Showing Good Faith to Meet the DBE Goal.

a. In determining whether a proposer has made good faith efforts, MDC may take into account the performance of other proposers in meeting the Contract goal. For example, when the apparent successful proposer fails to meet the contract goal, but other proposers meet it, MDC may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful proposer could have met the goal. If the apparent successful proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other proposers, MDC

may view this, in conjunction with other factors, as evidence of the apparent successful proposer having made good faith efforts.

b. If any one proposer meets or exceeds the Contract Goal, MDC may take into consideration whether proposers who failed to meet the Goal failed to exert sufficient reasonable efforts to meet the Goal and are, therefore, ineligible to be awarded the contract.

c. If the status of a DBE listed on the proposer's Schedule for Participation is disapproved after contract award, the proposer shall remain bound by procedures under Section III.D.

d. DBE participation shall be counted toward meeting the DBE Goal as follows:

(1) Once a firm is determined by MDC to be an eligible DBE, the dollar value of the work performed by the DBE is counted toward the DBE Goal, except as limited by paragraph III.C.2.c.

(2) Through III.C.2.c. (4). See 49 CFR 26.55(a).

(2) MDC shall count toward the DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture. See 49 CFR 26.55(b)

(3) MDC shall count toward the DBE Goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. See 49 CFR 26.55(c).

(a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the proposer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(b) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

(4) MDC shall count toward DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provisions of the materials and supplies.

(a) MDC shall count toward DBE goals the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(b) MDC shall count toward DBE goals 60 percent of the expenditures to DBE suppliers that are not manufacturers provided that the DBE supplier performs a commercially useful function in the supply process.

e. The total price for work to be performed by DBEs as indicated in the Proposer's Schedule of Participation by DBEs is required to be sufficient to fulfill the Goal, unless the Proposer shall demonstrate adequate good faith efforts as provided in III.C.2.c.

4. Collusion and False Statements Prohibited

Any agreements between a proposer and a DBE, in which the DBE Contractor promises not to provide subcontracting quotations to other proposers, are prohibited. Any uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or other circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of the DBE program, may be subject to debarment proceedings under 49 CFR part 29; Program Fraud and Civil Remedies under 49 CFR part 31; and prosecution under 18 U.S.C. 1001, by the Department of Justice.

5. DBE Listed on the Schedule for Participation

The listing of a DBE Contractor by a proposer on its Schedule shall constitute a representation by the proposer that such DBE Contractor is Qualified and Not Unavailable, and a commitment by the proposer that if it is awarded the contract, it will enter into a subcontract with such DBE for the portion of the work and at the price set forth in its submittal subject to the terms of this Provision. A failure by the proposer to aProposale by representation made on the Schedule for Participation is a material breach of the Contract; therefore subjects the proposer to sanctions, including but not limited to those set forth in Section III.D.4.

6. Award of Contract

MDC shall not award a contract to any Proposer which MDT determines fails to comply with the applicable requirements of these provisions. Nothing herein shall relieve any Proposer or any Contractor performing any work under the Contract from any of the terms, conditions or requirements of the Contract or modify the Owner's rights as reserved in the Contract Documents.

7. Procedures for Determination of Compliance

Provided the proposer shall have submitted completed forms and information required by Section III.C.1 of this Provision, and its proposal is otherwise responsive to the solicitation, and it is determined by MDC that no proposer with DBE Participation has offered a reasonable price who can demonstrate that it has made sufficient

reasonable efforts to meet the DBE contract goal, the proposer who failed to obtain appropriate DBE Participation, but has the lowest reasonable price shall be provided an opportunity to participate in the proceedings set out in this Section III.C.3.

The Proposer's failure to submit completed forms and information as required can neither be cured by supplementary submittals and testimony at hearings, nor shall the non-responsiveness of the proposal on account thereof be waived, negotiated or compromised. A proposer shall not be foreclosed from participating in the proceedings provided in this Section because the Disadvantaged Business Enterprise status, non-qualification or unavailability of a Contractor as shown in the Proposal submitted is questioned by the Compliance Monitor. Further, a Proposer may be foreclosed from said proceedings because the Compliance Monitor questions the reasonableness of the proposer's effort as required by these Sections.

a. Investigation and Recommendation by Compliance Monitor.

In the event that the Proposer has not met the Goal, and has submitted the good faith efforts extended by the Proposer to meet the Goal, the Compliance Monitor may require that the Proposer meet with the Compliance Monitor at the Miami Dade Transit Agency, 701 NW 1st Court, Suite 17 Floor, Miami, FL 33136, phone 786-469-5479, or such other place as the Compliance Monitor may designate.

b. The purpose of this meeting shall be for the Compliance Monitor to consider whether to recommend that the proposer's proposal be determined to be in compliance with the requirements of this Provision or to recommend award not be made to the proposer. At this meeting the proposer has an opportunity to present information and arguments pertinent to its compliance with the applicable requirements. Upon request of the Compliance Monitor, the proposer shall produce in writing at this meeting the information required in III.C.2.c, including the following:

(1) A detailed statement of the efforts made to contact and negotiate with DBEs, including:

- a. The names, addresses and telephone numbers of DBEs who were contacted;
- b. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
- c. A detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the Goal, were not reached;

(2) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the Goal;

(3) As to each DBE contacted but which the proposer considered to be not qualified, a detailed statement of the reasons for the proposer's conclusion;

- (4) As to each DBE contacted but which the proposer considered to be unavailable, either
- a. A written statement from the DBE that it is unavailable,
 - or
 - b. a statement from the proposer that the DBE refused to give such written certification after reasonable request, and a detailed statement from the proposer of the reasons for the proposer's conclusion that the DBE was unavailable (the Statement may be used for this purpose where appropriate);
- (5) Attendance at a pre-Proposal meeting, if any, scheduled by the proposer to inform DBEs of subcontracting opportunities under a given solicitation;
- (6) Advertisements in general circulation media, trade association publications, and minority-focus media for at least 20 days before proposals are due concerning subcontracting opportunities (if the interval between MDC advertising is so short that 20 days are not available, then publication for a shorter reasonable time is acceptable).
- (7) Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the proposer or MDC; and
- (8) Written notification to DBEs that their interest in the contract is solicited.

c. The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate.

d. Not later than fifteen (15) days after given notice of his initial meeting with the proposer, the Compliance Monitor shall make a written recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based.

e. Determination by MDC. Following receipt of the Compliance Monitor's recommendation, the Contracting Officer shall send to the proposer a Notice of Opportunity to meet with the Contracting Officer, enclosing a copy of the Compliance Monitor's recommendation. Such Notice shall indicate the date, time and place at which the proposer may, if it so requests in writing, meet with the Contracting Officer and have an opportunity to present pertinent arguments and information relating to the recommendation by the Compliance Monitor regarding the proposer's compliance with this Provision. The Contracting Officer may request such further information from the proposer as it deems appropriate, and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the proposer. The Contracting Officer may also conduct

informal conferences, to which the proposer shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issues on which its recommendation to the Board of County Commissioners will be based.

f. As soon as practicable, the Contracting Officer shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the Proposal of such proposer complies with the requirements of this Provision or recommending to the Board that the Contract not be awarded to the proposer. A copy of such determination shall be sent to the proposer. Such determination shall not affect the power of the Board of County Commissioners to reject the proposer's proposal for any other reason or to take action on the recommendation of the Contracting Officer it deems appropriate.

g. Consideration of Other Proposals. If MDC deems it advisable in the interests of expediting the award of the Contract, the procedures set forth in this Section III.C. may be carried out with respect to the Proposals of one or more additional proposers at the same or different times with each such proceeding to be separately conducted.

h. Failure of proposer to Participate. The proposer will be bound by proceedings under this Provision to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Provision, shall not be grounds for reconsideration of any actions taken in the procedure.

8. Substitution of DBEs for those Listed in the Schedule for Participation

A proposer may change information required by this Provision from that provided in its Schedule of Participation of DBE only when directed to do so by the Contracting Officer. The Contracting Officer may make such a direction if it determines in the course of any proceeding conducted pursuant to Section III.C.3., that

- a. Although listed by a proposer in good faith, a Contractor appearing on the proposer's Schedule is not a DBE; is not qualified; or is unavailable and that
- b. If the work scheduled to be performed by said Contractor or its equivalent is not performed by a DBE, the proposer will not achieve the level of participation listed on its Schedule.

Upon receiving such a direction, the proposer shall make every reasonable effort to replace a contractor listed in its Schedule with a qualified DBE to perform, for not less than the lesser of the same price or the price necessary to achieve the level of participation listed in its Schedule, the same work or other work not appearing on the Schedule included with its proposal submission. For the purpose of determining the proposer's compliance with this Provision, the revised list of DBEs shall be considered. However, a failure by a proposer to

make the efforts required by the preceding paragraph prior to Contract award shall be grounds for a determination by the Board of County Commissioners that the contract not be awarded to the proposer. If a proposer is awarded the Contract and it fails to make such efforts upon notice by MDC, MDC shall subject the proposer to sanctions as provided in Section III.D.4.

D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

1. Proposal, Execution, and Compliance with Subcontracts

- a. The Contractor shall enter into subcontracts corresponding in all respects to the proposed agreements listed on the Contractor's Schedule for Participation by DBEs included in its proposal with substitutions ~~authorized under this Provision. The Contractor shall enter into each such approved subcontract and shall~~ thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to the DBE thereunder without in each instance the prior written approval of the Contracting Officer. Furthermore, within 15 days of the Contractor having received a Notice of Award or otherwise a Letter of Award from MDC, and as a condition precedent to receiving Notice to Proceed, the Contractor shall make deliver copies of such subcontracts to the Contracting Officer.
- b. Contractor shall ensure that the DBE listed on its Schedule for Participation remains compliant with 49 CFR part 26.83(j), which requires all DBE, every year on the anniversary of their certification, to submit an Affidavit of Continuing Eligibility. As such, consistent with the Contractor's obligations under this Provision to satisfy the Goal with DBE that meet the requirements of 49 CFR part 26, the Contractor is advised to require its DBE, through their subcontracts, to comply with subpart 26.83(j), among others. The Contractor is further advised to apply sanctions, including contract termination against any DBE which fails to comply or show compliance.
- c. In addition to the requirement in paragraph (a) above, Section III.D(1), subcontracting by DBE subcontractor of any portion of its contract is prohibited, unless such DBE has received prior written authorization from the Contracting Officer or designee.
- d. MDC retains the right to approve or disapprove any subcontract with a DBE proposed under this Provision for the same reasons and in the same manner that MDC may approve or disapprove any other subcontract proposed to it. If MDC disapproves a subcontract required to be proposed under this Provision for reasons relating to its form, the Contractor shall propose for approval another subcontract with the same DBE, for the same work and at the same price, in a form acceptable to MDC. If MDC disapproves a subcontract required to be proposed under this Provision for any other reason, the Contractor shall be excused from proposing that subcontract and shall be subject to the provisions of Section III.D.2 below.

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2. Substitution of Subcontractors

a. Excuse from Entering Subcontracts.

If prior to execution of a subcontract required by this Provision, the Contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE which is to enter into such subcontract has become not Qualified, or that the DBE has unreasonably refused to execute the subcontract, the Contractor shall be excused from executing such subcontract.

b. Rightful Termination of Subcontracts.

If, after execution of a subcontract required by this Provision, the Contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a DBE which entered into such subcontract has become not Qualified or has committed and failed to remedy a material breach of the subcontract, the Contractor shall be entitled to exercise such rights as may be available to it to terminate the subcontract.

c. Determination of Excuse of Rightful Termination.

If the Contractor, at any time, submits a written request to the Contracting Officer under the provisions of either Section III.D.1 or Section III.D.2, the Contracting Officer, as soon as practicable, shall determine whether the Contractor has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Contractor upon notice, an opportunity to present pertinent information and arguments.

d. Alternative Subcontracts.

If the Contractor is excused from proposing a subcontract under Section III.D.1 or from executing a subcontract under Section III.D.2 (a) or rightfully terminates a subcontract under Section III.D.2.b, and without such subcontract, the Contractor will not achieve the stated level of DBE participation on which the contract was awarded, the Contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another Qualified DBE or Contractors for a contract price or prices totaling not less than the contract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Contractor shall be deemed to satisfy the requirements of this Section III.D.2.d if:

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(1) The Contractor proposes and shall enter each such alternative subcontract for the same work; or
(2) The Contractor demonstrates, to the satisfaction of the Contracting Officer, that it has made every reasonable effort to contact and negotiate with DBEs in an attempt to subcontract such work, but that it was unable to subcontract the work due to either:

- a. DBEs were not *qualified*, or
- b. DBEs were *unavailable*; or
- c. Although qualified and not unavailable, or otherwise available, but the DBEs were unwilling or unable to propose a price that is less than or equal to the original price scheduled for such work, or the price stated in another bona fide proposal, of which such DBEs had knowledge, submitted by another

Contractor to which the Contractor proposes to subcontract such work; or

(3) The Contractor proposes and shall enter into subcontracts with other qualified DBEs for an amount equal to or greater than the original price of the work at issue, minus proration where applicable, for any other work not included in the Schedule for Participation, as may be modified consistent with this Provision.

In any situation covered by this Section III.D.2 or any part of this Provision, the Compliance Monitor shall provide the Contractor an opportunity to demonstrate compliance with these requirements. The Compliance Monitor may require the Contractor to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. Upon reviewing the documents and information submitted by the Contractor, the Compliance Monitor shall make a finding and issue a written recommendation as to whether the Contractor is deemed compliant with this Provision, and as promptly as practicable, shall deliver a copy of same to the Contractor.

The Contracting Officer shall consider the Contractor's objections to the Compliance Monitor's recommendation only if such objections are in writing and are received by the Contracting Officer within five (5) calendar days from the Contractor's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, shall reply to the contractor's written objections within ten (10) working days of receipt of these objections.

3. Continued Compliance and Examination of Records - MDC shall monitor the compliance of the contractor with the requirements of this Provision during the life of this project. Upon request, the Compliance Monitor; MDC; the U.S. Department of Transportation; the FTA; or any of their representatives shall have access to and

the right to examine and inspect all records, documents, and papers, including, but not limited to contracts, manning tables, records of expenditures, change orders, observations at the job site.

4. Sanctions for Violations

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

- a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;
- b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
- c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

5. Contractor Reporting Requirements.

The Contractor shall submit every so often reports of payments made to all subcontractors, including DBEs in this project.

a. Monthly Reports

Within 15 days of the end of the month which the report is for, the contractor shall submit monthly reports of payments made to all its subcontractors, accompanied by proof of payments made only to its DBEs, pursuant to the schedule outlined on the Monthly Report Form. Such proof of payments must be in the form of copies of canceled checks to and/or signed affidavits from the subcontractors, affirming receipt of specific payments.

6. Prompt Payment.

Pursuant to 49 CFR part 26.29 and 26.37, prime contractors shall pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a proper invoice is stamped received. Further, the prime contractor will return retainage payments to the subcontractor, including DBE firms, within 30 days of the subcontractor's satisfactory completion of work.

(1) The following correct information constitutes a proper invoice and is required as payment documentation:

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- a. Name of Subcontractor;
 - b. Invoice date;
 - c. Invoicing period;
 - d. MDT Contract number;
 - e. Subcontractor's invoice number; account number; and/or any other identifying number agreed by contract;
 - f. Description and nature of work completed;
 - g. Taxpayer Identification Number (TIN);
-
- h. Bank Information; and/or EFT and Financial EDI Statement
 - i. Contact person's name, title and Telephone Number.
 - j. Other substantiating documentation, information required by contract.

(2) An invoice shall be deemed to be received on the receipt date stamped on the invoice by the contractor. If the contractor fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subcontractor shall control.

(3) The Prime Contractor shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime contractor.

(4) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime contractor or subcontractor from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.

(5) In the event of a payment dispute, the contractor and subcontractor may withhold the disputed portion of any such payment, if the contractor, or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.

(6) The Prime and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.

(7) In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the contractor and shall be concluded by

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final decision not later than 30 days after the date on which the payment request or proper invoice was received by the contractor. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Contractor, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subcontractor, then interest shall begin to accrue as of the original date the payment became due.

(8) The prime contractor may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify ~~the deficiency in the payment request or invoice and the action necessary to make the payment request or~~ invoice proper.

(9) If a payment request or an invoice is rejected under subsection (9) and the subcontractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.

(10) All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.

(10) Late payment interest penalties shall be paid without regard to whether the subcontractor has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of day late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.

(12) The Prime and subcontractor in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.

(13) A provision in an agreement between a subcontractor and a contractor is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime contractor to the subcontractor or of the subcontractor to the contractor, arising under this subsection.

--END--

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APPENDIX OF FORMS

CERTIFICATION OF ASSURANCE FORM

DBE CONTRACTOR IDENTIFICATION STATEMENT

PRIME AND SUBCONTRACTORS INFORMATION FORM

LETTER OF CERTIFICATION

SCHEDULE FOR PARTICIPATION

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

SUBCONTRACTORS MONTHLY PROGRESS REPORT

AFFIDAVIT OF NO CHANGE

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MIAMI-DADE COUNTY

MIAMI-DADE TRANSIT

REQUEST FOR PROPOSALS

CERTIFICATION OF ASSURANCE FORM

The undersigned hereby gives assurance to Miami-Dade County of having identified certified Disadvantaged Business Enterprise firm(s). The undersigned assures it will meet or exceed the DBE goal as stated in the solicitation document.

Authorized Signature

Name

Title

Date

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**DBE CONTRACTOR IDENTIFICATION STATEMENT**

1) Name of DBE Contractor _____

2) Year business established _____

3) Address and telephone number _____

4) DBE Type: Women _____ Black _____ Hispanic _____ Other (specify) _____

All DBEs must show ownership percentage by gender-- Male _____ % Female _____ %

5) Name of principal officer _____

6) Principal type of work _____

7) Name of persons involved in management of firm and positions held:

	NAME	RACE	SEX	POSITION/TITLE
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

	NAME	RACE	SEX	OWNERSHIP PERCENTAGE	YEARS OF OWNERSHIP	VOTING PERCENTAGE
A.	_____	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____

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If additional space is needed, please use another sheet.

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DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a))?

NO _____ YES _____ Certified as an 8(a) Contractor (date) _____

11) Date certified as a DBE _____ Cert. No. _____ Expires _____

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

Signature of Official of DBE Company

Title of Official

Date

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12**

**PRIME AND SUBCONTRACTORS INFORMATION FORM**

INSTRUCTIONS: Prime must complete a form for itself and must provide a form for each firm which was contracted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

BIDDER INFORMATION

Firm Name _____ F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Founded _____ Annual Gross Receipts: Under \$500k _____ Over \$500k _____

Phone No. _____ FAX No. _____ Email _____

SPECIALTYUSE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 _____ Heavy--SIC 16 _____ Specialty Trades--SIC 87 _____

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 _____

Goods, Equipment and Non-professional Services _____

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Anniversary Date: ____/____/____ Ethnicity _____ Gender _____

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

Signature_____
Print Name_____
Title_____
Date**For MDC Use Only**

Was the subject bid awarded to this bidder? Yes _____ No _____

Bid Description: _____ Bid No. _____

Percentage of DBE Goal _____ %

Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12



MIAMI-DADE COUNTY

DBE AFFIDAVIT OF NO CHANGE

I, _____, swear¹ (or affirm) that there have been no changes in (name of firm) _____ circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and 13 CFR Part 121. I swear (or affirm) there have been no material changes in the information provided with (name of firm) _____ application for certification, except for any changes about which I have provided written notice to Miami-Dade County, pursuant to 49 CFR § 26.83(i).

I swear that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further swear (or affirm) that my personal net worth does not exceed \$750,000.00, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I specifically swear (name of firm) _____ continues to meet the Small Business Administration (SBA) business size criteria and the overall gross receipts cap of 49 CFR Part 26 and (name of firm) _____'s average annual gross receipts (as defined by SBA rules) over the previous three fiscal years do not exceed \$16.6 million. I will provide size and gross receipts documentation to support this affidavit, immediately upon Miami-Dade County's request.

Signature _____ Date _____

On this ___ day of _____, 20___, before me appeared (name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
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of firm) _____, to execute the affidavit and did so as his or her free act and deed.

(SEAL/STAMP)

Notary Public _____ Commission Expires _____

SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE FIRM (1):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed : _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (2):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed : _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (3):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed : _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (4):

Name _____

Type of Work to Be Performed : _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date:--- _____

Under penalty of perjury of the laws of the United States, the undersigned certifies that it is committed to hire the above firms to do the work listed above on project _____, as part of its obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12**



subcontracts. The undersigned also certifies that the DBE listed on this Schedule are certified in the work categories in which they are being proposed to perform and that the Contractor has included language in its subcontracts to ensure that its DBE remain compliant with 49 CFR part 26, specifically Subpart 26.83(j).

Authorized Signature

Print Name and Title

Date

Name of Contractor

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12**

**LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

To: _____ and Miami-Dade County
(Name of Prime Contractor)

From: _____
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of \$_____ and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor _____ Project Name _____

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Item/Supply Description	Quantity	Dollar Amount
_____	_____	_____
_____	_____	_____

Authorized Signature _____ Title _____

Print Name _____ Date _____

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12**



SUBCONTRACTORS MONTHLY PROGRESS REPORT

Report Period:	CONTRACT NUMBER _____	PROJECT NAME _____
	CONTRACTOR NAME _____	CONTRACT AMOUNT \$ _____
	DBE GOAL _____ %	DBE GOAL TO DATE _____ %
	PAID TO PRIME CONTRACTOR THIS MONTH \$ _____ TOTAL TO DATE: \$ _____	

DBE FIRMS	SEX	ETHNIC	TYPE OF WORK/SERVICE	MONTHLY PAYMENT	PAYMENT TO DATE	CONTRACT AMOUNT

PAYMENTS TO NON-DBES	TYPE OF SERVICE	AMOUNT

Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12



MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

I certify that the above information is true and accurate to the best of my knowledge and understand that if I misrepresent or falsify such information, I may be subject to civil and or criminal prosecution under Title 18 United State Code Section 1001.

Authorized Signature

Print Name and Title

Date

Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12

EXHIBIT "B"

FEDERAL REQUIREMENTS AND PROVISIONS

FEDERAL REQUIREMENTS AND PROVISIONS

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- 19. Bid Protests**

The Contractor further agrees to comply with the following Federal requirements

FEDERAL REQUIREMENTS AND PROVISIONS

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation. By reason of such participation, the Bidder (the terms "Bidder", "Proposer" and "Contractor" are used interchangeably) is required to agree to the following provisions:

1. No Federal Government Obligations to Third Parties (by Use of a Disclaimer) (April 6 2011)

No Obligation by the Federal Government.

(1) The Purchaser Miami-Dade County (MDC) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

2. False Statements or Claims Civil and Criminal Fraud (April 6 2011)

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

FEDERAL PROVISIONS
MDT CONTRACT NO.: CIP113-DE1-TR12
ISD PROJECT NO.: E12-MDT-01, ESP

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Third Party Contract Records (August 30 2011)

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to

FEDERAL PROVISIONS
MDT CONTRACT NO.: CIP113-DE1-TR12
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Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts. Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Services Contract	Turnkey	Construction	Architectural Engineering	Acquisition or Rolling Stock	Professional Services
I State Grantees	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless non-competitive award		Yes, if non-competitive award or if funded thru 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
II Non State Grantees	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes		Yes	Yes	Yes	Yes
b. Contracts >\$100,000/Capital Projects						

4. Changes to Federal Requirements (April 6 2011)

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

FEDERAL PROVISIONS
MDT CONTRACT NO.: CIP113-DE1-TR12
ISD PROJECT NO.: E12-MDT-01, ESP

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Termination (August 30 2011)

49 U.S.C. Part 18
FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Refer to Professional Service Agreement, Termination of Agreement Section for project specific requirements.

6. Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction) (April 6 2011)

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

FEDERAL PROVISIONS
MDT CONTRACT NO.: CIP113-DE1-TR12
ISD PROJECT NO.: E12-MDT-01, ESP

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Equal Employment Opportunity. The Common Grant Rules require that third party construction contracts include provisions ensuring compliance with **DOL regulations**, "Office of Federal Contract Compliance Programs, **Equal Employment Opportunity, Department of Labor**," **41 CFR Chapter 60**, which implement

Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," October 13, 1967.

(4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(5) Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/ Affirmative Action Plan for project specific requirements.

7. Disadvantaged Business Enterprises (DBEs) (August 30 2011)
49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Miami Dade Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/ Affirmative Action Plan for project specific requirements.

8. Incorporation of Federal Transit Administration (FTA) Terms (August 30 2011)

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. Debarment and Suspension (April 6 2011)

49 CFR Part 29

Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

FEDERAL PROVISIONS

MDT CONTRACT NO.: CIP113-DE1-TR12

ISD PROJECT NO.: E12-MDT-01, ESP

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Miami Dade Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Miami Dade Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Refer to MDC Ordinances No. 93-129, as amended by Ordinance No. 00-18 for project specific requirements

10. Resolution of Dispute, Breaches or other litigation (April 6 2011)

49 CFR Part 18

FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Refer to Miami-Dade County Ordinance and Resolution for project specific requirements.

11. Lobbying

FEDERAL PROVISIONS

MDT CONTRACT NO.: CIP113-DE1-TR12

ISD PROJECT NO.: E12-MDT-01, ESP

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12. Clean Air

FEDERAL PROVISIONS
MDT CONTRACT NO.: CIP113-DE1-TR12
ISD PROJECT NO.: E12-MDT-01, ESP

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

~~The Clean Air requirements flow down to all subcontracts which exceed \$100,000.~~

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. Clean Water (April 6 2011)

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Fly America (April 6 2011)

FEDERAL PROVISIONS
MDT CONTRACT NO.: CIP113-DE1-TR12
ISD PROJECT NO.: E12-MDT-01, ESP

49 U.S.C. §40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number.

~~Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.~~

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

15. Seismic Safety (April 6 2011)

42 U.S.C. 7701 et seq. 49
CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

16. Energy Conservation (April 6 2011)

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

17. Americans with Disabilities (ADA) Access (August 30 2011)

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

ADA ACCESS:

In accordance with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the

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Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Also, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section #504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue.

Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/ Affirmative Action Plan for project specific requirements.

18. Patent Rights And Rights in Data & Copyrights (April 6 2011)

37 CFR Part 401

49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this

FEDERAL PROVISIONS

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Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this

FEDERAL PROVISIONS
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Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

19. Bid Protests

CFR 49 PART 18

PROTESTS, CHANGES AND MODIFICATIONS,

DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS

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The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, including protests of awards, disputes, and claims using good administrative practices and sound business judgment. The Federal Transit Administration (FTA) also encourages the recipient to use appropriate alternative dispute resolution procedures. Neither FTA nor the Common Grant Rules relieve the recipient of any responsibility under its contracts to resolve disagreements that may arise in the course of contract formation or contract administration.

In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation.

Refer to Implementing Order 3-21 – Bid Protest Procedures for project specific requirements

For more information on the aforementioned federal requirements please visit the following websites:

http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html

Submittal of Federal Affidavits

The Bidder shall submit the following federal affidavits with the bid package:

- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Lobbying Certification
- Statement for Loan Guarantees and Loan Insurance
- Disclosure of Lobbying Activities

Failure of the Proposer to complete and submit the above mentioned forms with the bid package may render the bid non-responsive.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Lower Tier Covered Transactions

(Third Party Contracts equal to or over \$25,000)

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, and Suspension."
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

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eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U. S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person ~~who is suspended, debarred, ineligible, or voluntarily excluded from participation in this~~ transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C. F. R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION,

The prospective contractor certifies, by submission of this bid, that neither it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Miami-Dade Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name and title of Contractor's Authorized Official

Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P. L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(C)(1)-(2) (A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

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STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
(Date)

By _____. He / She is personally known to me
(Affiant)

or has presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____

Notary Seal

(State) _____

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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EXHIBIT "C"

DRAFT PROFESSIONAL SERVICES AGREEMENT

**Continuous Professional Services Exclusively
For
Federally Funded Projects
Contract No: CIP113-DE1-TR12**

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DEFINITIONS

The following definition and terms are provided as clarification of the provisions for this Professional Services Agreement (P.S.A.).

1. **Approval** is a two-step process as follows: (1) receipt of written notice from the Consultant that all work has been completed and (2) the CE&I Consultant on behalf of the COUNTY has reviewed this work and determined that said work has been fully performed in conformance with the contract documents.
2. **Consultant** is the person or organization licensed to practice architecture and/or engineering in the State of Florida and is referred to throughout the P.S.A. as singular in number and masculine in gender.
3. **Contracting Officer** is the Director of Miami-Dade Transit.
4. **Contracting Officer's Representative** is the person designated by the Contracting Officer to act on his or her behalf in the administration of the contract within the limits of their respective authorization.
5. **Consultant** is the legal person (including individuals, firms or entities) contractually responsible for delivering the project design and construction, and includes any person authorized by law to enter into the contract and perform the services requested in this P.S.A.
6. **Principal** is a design professional who oversees the firm's services in connection with a specific project. A principal ensures that the project is completed in a cost-effective and timely manner. This includes allocating and directing staff according to their disciplines, allocating resources needed for the project and ensuring that the project is being completed accurately and in accordance with safety and organizational policies. Principal is often defined as (1) significant (>5%) owner, shareholder or partner of the firm, (2) a director or officer of the firm or (3) both.
7. **Professional Services Agreement** is an agreement to provide professional or management consulting services such as administration, designing, feasibility studies, or legal or technical advice.
8. **Subconsultant** means any and all persons, firms or entities which will be engaged by the Consultant to provide services under this P.S.A. The term is synonymous with "subcontractor".

NON-EXCLUSIVE

PROFESSIONAL SERVICES AGREEMENT

THIS NONEXCLUSIVE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of ____, 2012 by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and ____, hereinafter referred to as the "CONSULTANT".

WITNESSETH

For and in consideration of the mutual agreements hereinafter contained, the COUNTY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide the Continuous Professional Services Exclusively for Federally Funded Projects Contract No: CIP113-DE1-TR12, hereinafter referred to as the "Project".

SECTION I - COUNTY OBLIGATIONS

The COUNTY agrees that Miami-Dade Transit (MDT) shall furnish to the CONSULTANT any plans and any other data available in the COUNTY files pertaining to the work to be performed under this Agreement. The CONSULTANT is responsible to request any and all plans and data not furnished, which the CONSULTANT knows or should know, is necessary or appropriate for the performance of the services described herein.

The COUNTY shall provide the CONSULTANT with access to the project site(s) during CONSULTANT'S scheduled work times.

The Contracting Officer's Representative or his designee of Miami-Dade Transit, hereinafter referred to as the "COR", shall issue written authorization to proceed to the CONSULTANT for the work to be performed hereunder. These authorizations are referred to as Work Orders. In case of emergency,

the COUNTY reserves the right to issue verbal authorizations to the CONSULTANT with the understanding that written confirmation shall follow immediately thereafter.

The CONSULTANT shall submit a proposal, in a form acceptable to the COUNTY, upon the COR's request prior to the issuance of a Work Order. No payment shall be made for the CONSULTANT's time or services in connection with the preparation of any such proposal.

The COR shall confer with the CONSULTANT before any Work Order is issued to discuss and agree upon the scope, time for completion, and fee for services to be rendered pursuant to this Agreement.

SECTION II - PROFESSIONAL SERVICES

The CONSULTANT shall provide technical and operation planning, transit studies, environmental impact statements in accordance with the National Environmental Policy Act (NEPA), limited scope design, permitting, engineering inspections, right-of-way support, surveying, structural, geotechnical, industrial, electrical, systems and mechanical engineering, architecture, fire/life/safety consulting, transit services & operations planning assistance, corrosion control, cost estimating, configuration management, and other professional services required for transit federally funded projects that fall within the standards established under Florida Statutes 287.055.

Upon request by Miami-Dade Transit, said services may include, but not be limited to, the following:

Upon request by Miami-Dade Transit, said services may include, but not be limited to, the following:

1. Short and long-range transit and transportation planning in accordance with FTA requirements;
2. Environmental impact statements for transit projects in accordance with the National Environmental Policy Act process;

3. Design criteria for transit federally funded projects;
 4. Quality Assurance/Quality Control plan for transit projects in accordance with FTA requirements;
 5. Safety and security certifications as required by federal agencies;
 6. Support negotiation of full funding grant agreements with FTA;
 7. Plan and specification reviews including reviews for federal compliance, independent bidability, constructability, and maintainability;
 8. Design of new transit federally funded projects with limited scope;
 9. Support system engineering;
-
10. Construction, engineering and inspection for transit federally funded projects;
 11. Value engineering for transit federally funded projects ;
 12. Project cost estimates in accordance with FTA requirements;
 13. Support with fire / life / safety concerns;
 14. Support right-of-way engineering and land acquisition including: three appraisals per contract, expert witness relocation and closing agents in accordance with FTA requirements;
 15. Utility coordination services for federally funded projects;
 16. Service and operations planning of federally funded projects;
 17. Support public involvement activities on federally funded projects;
 18. Construction claims resolution in accordance with FTA requirements;
 19. Traffic studies for transit federally funded projects;
 20. Cost estimate and schedule preparation for transit federally funded projects;
 21. Bridge inspection services including concrete segmental bridge inspection;
 22. Load rating services;
 23. Geotechnical engineering and material testing services in accordance with FTA requirements;
 24. Surveying and mapping services in accordance with FTA requirements;
 25. Other ancillary designs and tasks as directed by MDT.

In connection with Professional Services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel available at all times to ensure its completion within the term specified in the applicable Work Order. The COUNTY has the right to approve and the CONSULTANT's workforce and approve specific CONSULTANT employees. The COUNTY has the right to have any CONSULTANT employee removed from

the work, if, in the COUNTY's sole judgement, such employee's conduct or performance is detrimental to the project. The CONSULTANT shall not replace any employee in the team initially proposed by the CONSULTANT without prior COUNTY approval.

B. The CONSULTANT shall submit a list of employees intended to be engaged in the work under this Agreement, including their classification and salary rates.

C. Comply with all federal, state and local laws, regulations and ordinances applicable to the work.

D. Cooperate fully with the COUNTY in the scheduling and coordination of all phases of the work.

E. Report the status of the work to the COR upon request and hold pertinent data, calculations, field notes, records, sketches, and other products open to the inspection of the COR at any time.

F. Submit for COUNTY review design computations, sketches, and other data representative of the work's progress at the percentage stages of completion which may be stipulated in the applicable Work Order, as applicable. Submit for COUNTY approval the final work products upon incorporation of any modifications requested by the COUNTY during any previous review.

G. Confer with the COUNTY at any time during the further development and implementation of improvements for which the CONSULTANT has provided services as to interpretation of documents, correction of errors and omissions and preparations of any necessary revisions thereof. The CONSULTANT shall not be compensated for the correction the the CONSULTANT'S errors and omissions.

H. Make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the COUNTY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, that being understood that under SECTION VIII - OWNERSHIP OF DOCUMENTS hereof such data or information is the property of the COUNTY.

I. The CONSULTANT shall communicate with the COUNTY by electronic means to the greatest extent possible as directed by the COUNTY.

J. The CONSULTANT shall develop an effective Quality Assurance Plan in accordance with the latest version of the FTA Quality Assurance and Quality Control Guidelines incorporated herein by reference. The Quality Assurance Plan shall be submitted to the Engineering, Planning and Development Section of Miami-Dade Transit for approval within ten (10) days of the effective date of Notice-to-Proceed. The implementation and maintenance of the Quality Assurance Plan, and other contract requirements will be subject to COUNTY Quality Assurance Audits.

SECTION III - TIME FOR COMPLETION

Services to be rendered by the CONSULTANT for each section of the work shall commence upon receipt of a written Work Order from the COR subsequent to the execution of this Agreement, and shall be completed within the time stated in the Work Order. A reasonable extension of time shall be granted in the event there is a delay to the project or should weather conditions or acts of God render performance of the CONSULTANT'S duties impossible.

SECTION IV - COMPENSATION

The COUNTY agrees to pay and the CONSULTANT agrees to accept, for services rendered pursuant to this Agreement, fees and other compensation computed in accordance with one or a combination of the methods outlined below:

A. FEE AS A MULTIPLIER OF DIRECT SALARY COST AND FIXED HOURLY RATE

1. The fee for engineering services rendered by the CONSULTANTS personnel, principals excluded, shall be computed based on the direct salary cost, as reported to the Internal Revenue Service, for the time of said personnel engaged directly in the work, times the following negotiated multipliers (Labor rates are subject to County approval as per paragraph 4 below):

FIRM	OFFICE			FIELD		

The initial overhead rates allowed under this contract for field work shall be XXXX% and for office work is xxx.xx%. These overhead rates are based on independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency provided by the CONSULTANT during initial contract negotiations.

2. The COUNTY has the right to request that the CONSULTANT and Subconsultants submit independent audited in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses.

The maximum direct hourly rate excluding overhead billable under this contract shall not exceed XXXX, unless authorized by the COR in writing, and shall apply to all employees except Principals. The burdened direct labor charges shall constitute full compensation to the CONSULTANT for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

3. Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the labor rate normally paid to the employee for personnel below the level of Senior Inspector. Overtime is defined as work in excess of 40 hours per week. Principals shall not receive additional compensation for performance of overtime work.

4. Labor rates shall be in accordance with the current list of employees maintained by the COR or designee. Rates supplied by the CONSULTANT and made a part hereof as Attachment "F" shall be consistent with prevailing local wage rates paid for similar work to similar employee classifications and subject to COR approval prior to starting work. Yearly wage rate increases for these employees shall be no higher than raises of other similar employees in the firm. and subject to approval by the COR, which approval shall not be unreasonably withheld. Annual wage increases for these employees shall be no higher than five percent (5%) unless otherwise approved by the COR. This provision is not meant to limit the hourly rate at which the CONSULTANT pays their employees, it only limits the hourly rate at which the COUNTY will reimburse and pay the CONSULTANT. In no way will an employee's hourly rate exceed the maximum amount stipulated in the contract, without written approval by the COR. The COR may approve higher raises in limited cases subject to the CONSULTANT documenting special circumstances.

5. PRINCIPALS

The CONSULTANT shall be compensated at the following rate for the time of principals engaged directly in the work. Annual rate increases for Principals shall be at a maximum of 5% per year. and subject to approval by the COR in writing, which approval shall not be unreasonably withheld. This rate shall not be subject to the overhead rates or fee and shall be applied to the time spent on requested work by the following Principals:

PRINCIPALS	HOURLY RATES

Note: The Maximum compensable hours for the Principal shall not exceed 40 hrs. Additional hours must be previously authorized by the COR in writing.

B. LUMP SUM FEE

The fee for any requested portion of work may, at the option of the COUNTY, be a lump sum mutually agreed upon between the COUNTY and the CONSULTANT and stated in the written Work Order. Lump sum fees may or may not include reimbursable expenses.

C. REIMBURSABLE (DIRECT) EXPENSES (SEE ATTACHMENT "E")

The CONSULTANT shall be compensated on a direct reimbursement basis for certain work related expenditures not covered by burdened direct labor, provided such expenditures are reasonable and previously authorized by the COR. Reimbursable expenses may include field office, utilities, furnishings, vehicles, expenses for document reproduction, rental of specialized equipment, and purchase of special instruments necessary for the efficient performance of the work, provided that such instruments remain the property of the COUNTY upon work completion. These expenses shall be reimbursed on a direct cost basis. No separate additional payment shall be authorized for the use of CADD workstations (computers).

Expenses for travel (except commuting), transportation and subsistence by CONSULTANT personnel in the furtherance of the work will be reimbursed according to the provisions of Dade County Administrative Orders 6-1 and 6-3 and Florida Statute Section 112, as presently written or hereafter amended. The CONSULTANT shall obtain prior authorization from the COUNTY for all travel expenses. Failure to obtain such prior authorization may be grounds for nonpayment of travel expenses. To be compensated for travel within Dade County, the CONSULTANT shall maintain accurate mileage records electronically and include original signatures upon submittal, along with their invoices.

COUNTY compensation for Subconsultant work shall be in accordance with this Section and Section XII- SUBCONTRACTING.

The maximum compensation for reimbursable (direct) expenses including surveying and geotechnical services for the CONSULTANT shall not exceed \$xx.xx This figure is a not-to-exceed ceiling with any unspent portion remaining with the COUNTY. The maximum compensation for reimbursable (direct) expenses including all subconsultants shall not exceed \$xx.xx

D. FIXED FEE (SEE ATTACHMENT "E")

The fixed fee which was negotiated at 10% is the operating margin (profit) paid to the CONSULTANT for the professional services described in this agreement. The fixed fee shall remain fixed unless there is an increase in scope. If the scope is increased, the fixed fee may be modified through the allowance account if it has not been depleted or by a supplemental agreement. For any changes in the scope, the fixed fee shall be computed as 10% of the burdened direct labor. The fixed fee will be paid on the basis of the percentage of completion of the work as determined by the COUNTY.

E. SURVEYING SERVICES

1. The CONSULTANT shall be compensated based on the fixed rates listed below for the performance of all land and engineering surveying work required.

SURVEYING SERVICES

NOTE: No separate, additional payment shall be authorized for the use of CADD workstations (computers).

2. A minimum of four (4) hours shall be paid for survey crews which have reported to the job site prior to work cancellations due to inclement weather or other reason.
3. The CONSULTANT shall be compensated for general land and engineering surveying and/or aerial photogrammetric based on negotiated rates established in the most recent contract with the Miami-Dade Public Works Department.

F. MAXIMUM COMPENSATION

No minimum amount of work or compensation will be guaranteed. Although the COUNTY makes no assurances that any work orders will be issued to the CONSULTANT, the total payments to the CONSULTANT pursuant to this Agreement shall not exceed \$XXXXXXXXXX.

G. EXCEEDING EXPENDITURES

If at any time the CONSULTANT has reason to believe that the expenditures, in the next 60 days, will exceed 75% of the maximum compensation amount for any work order, the CONSULTANT shall notify the COUNTY in writing to that effect. The CONSULTANT shall also provide a revised estimate to complete the work under the applicable work order. The CONSULTANT shall not be obligated to incur costs in excess of the contract ceiling.

H. SUBCONSULTANT COMPENSATION

COUNTY compensation for Subconsultant work shall be in accordance with Section XII SUBCONTRACTING.

SECTION V - METHOD OF PAYMENT

The COUNTY agrees to make monthly or partial payment to the CONSULTANT for all authorized work performed during the previous calendar month or other mutually agreed invoicing

period. The CONSULTANT agrees to provide with every invoice copies of any records necessary to substantiate payment requests to the COUNTY such as time sheets, detailing the task where the time has been spent, monthly progress reports and hours/costs expenditure reports, in a format acceptable to the COUNTY. The CONSULTANT shall submit duly certified invoices in duplicate and one electronic format to the COR in a format acceptable to the COUNTY. Each invoice shall make reference to the particular Work Order which authorized the services performed and/or expenses incurred. The amount of invoices submitted shall be comprised of the amounts due for all services performed including time sheets and/or reimbursable expenses incurred to date in connection with authorized work, less previous payments. Payments shall be made in accordance with one of the following methods, as identified in each Work Order:

A. TIME & MATERIALS

The amounts due for professional services and/or reimbursable expenses shall be calculated in accordance with Subsection IV.

B. LUMP SUM FEE

The amount due of invoices submitted shall be calculated by applying the percentage of the total work completed to date to the authorized lump sum, and subtracting any previous payments and retainage.

RETENTIONS (Applies to all Methods of Payment)

The COUNTY shall retain a portion of each invoice equal to five percent (5%) of the amount due for burdened labor and fixed fee only, accrued by the CONSULTANT during the period covered by such invoice. The CONSULTANT shall provide for similar retention in all of its subcontracts. Upon completion and acceptance by the COUNTY of the services covered by each work order, the retention held for each work order shall be released to the CONSULTANT.

SECTION VI - SCHEDULE OF WORK

The COUNTY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. A work order issued by the COR shall cover in detail the scope, time for completion, method of payment and compensation for the Professional Services requested in connection with each unit or section of work.

SECTION VII - RIGHT OF DECISIONS AND DISPUTE RESOLUTION

All services shall be performed by the CONSULTANT to the satisfaction of the COR who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof.

In the event the CONSULTANT and COUNTY are unable to resolve their differences concerning any determination made by the COR or any dispute or claim arising under or relating to the Contract, either the CONSULTANT or COUNTY may initiate a dispute in accordance with the procedure set forth in this Section. Exhaustion of these procedures shall be a precondition to any lawsuit permitted hereunder.

The parties to this contract hereby authorize the MDT Director, functioning as the Contracting Officer or designee, to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract except issues or disputes related to the CONSULTANT's performance evaluation and his decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The CONSULTANT and the COUNTY are entitled to a hearing before the Contracting Officer, or his designee, at which both CONSULTANT and the COUNTY may present evidence and live testimony, in accordance with the Florida Rules of Evidence, and the right to cross-examine each other's witnesses.

No depositions will be taken.

SECTION IX - REUSE OF DOCUMENTS

The CONSULTANT may reuse data from other sections of the work included in this Agreement provided irrelevant material is deleted. The COR shall not accept any reused data containing an excess of irrelevant material which has no connection with the applicable portion of the work.

SECTION X – OFFICIAL NOTICES

Any notices, report or other written communications from the CONSULTANT shall be considered delivered when posted by certified mail or delivered in person to the COR. Any notices, reports or other communications from the COUNTY to the CONSULTANT shall be considered delivered when posted by certified mail to the CONSULTANT at the last address left on file with the COUNTY or delivered in person to said CONSULTANT or the CONSULTANT's authorized representative.

The CONSULTANT designates the following individual as the project manager to act as the point-of-contact with the COUNTY and is authorized by the CONSULTANT to receive official notices and submit invoices.

TBD

SECTION XI - AUDIT RIGHTS

The CONSULTANT hereby agrees that the COUNTY may perform audits of the CONSULTANT's books of accounts and records related to the work. Such audits may be performed at the COUNTY'S discretion.

Such audits may be performed by the COUNTY or may be arranged by the COUNTY through the auspices of the U.S. Department of Transportation. Alternatively, the COUNTY may cause an independent certified public accounting firm to perform the audit within the time herein described below. The CONSULTANT shall maintain all books of accounts, records, documents and other evidence of

accounting procedures and practices sufficient to properly document all expenses incurred and anticipated to be incurred in the performance of this Contract including justification of the negotiated overhead rates and direct labor rates. The materials described above shall be made available at the office of the CONSULTANT, at reasonable times, for inspection, audit or reproduction, within three (3) years following final payment under this Contract and the closing of all other pending matters.

In addition to the above requirements, the Secretary of the U.S. Department of Transportation, the Comptroller General of the United States, the State of Florida, or their authorized designee, shall have the right to audit the CONSULTANT's books of accounts and records relating to performance of this Contract at any time within three (3) years following final payment under this Contract and the closing of all other pending matters.

For purposes of verifying that certified cost or pricing data submitted or identified by the CONSULTANT in conjunction with the negotiation of this Agreement or any modification/change order to this Agreement, the CONSULTANT shall, for a period of three (3) years after Final Acceptance under this Agreement:

- A. Maintain such certified cost of pricing data, including books, records, documents, papers, computations, projections and other supporting data. All such certified cost or pricing data shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all unrelated documents.
- B. Permit an authorized representative of the COUNTY, State of Florida, United States Department of Transportation and Comptroller of the United States to examine such books, records, documents, papers, computations, projections and other supporting data.
- C. In the event any information provided by the CONSULTANT during initial contract negotiations or any supplemental agreement negotiations or any other information is later determined by the COUNTY not to have been complete, accurate or current at the time of

the submittal, the COUNTY shall be entitled to an appropriate correction of the total compensation amount. If this determination is made by the COUNTY after final payment, the COUNTY shall use all available means to recover said funds including withholding funds due the CONSULTANT on other COUNTY contracts.

The CONSULTANT agrees to insert these audit clauses in all of his subcontracts.

SECTION XII - SUBCONTRACTING

The CONSULTANT shall not assign or transfer any portion of the work under this Agreement other than as provided for herein without the prior written consent of the COUNTY. Subconsultants included in CONSULTANT's proposal are deemed to be approved by the COUNTY.

The CONSULTANT may, if they so desire and if approved by the COUNTY, employ Special Professional Consultants to assist in performing specialized portions of the work. Payment of such Special Professional Consultants employed at the option of the CONSULTANT and subject to written approval by the COUNTY shall be the responsibility of the CONSULTANT and shall not be cause for any increase in compensation to the CONSULTANT for the performance of the work included in the Work Order.

The COUNTY may, if it deems such action necessary to the satisfactory and expeditious completion of the authorized work, direct the CONSULTANT to engage the services of a Designated Professional Consultant(s) to assist the CONSULTANT in the performance of specialized portions of the services. The CONSULTANT shall comply with such directive. Employment of such a Designated Professional Consultant(s) at the direction of the COUNTY by Work Order shall constitute additional services under the provisions of this Agreement and the CONSULTANT shall be reimbursed therefore in accordance with negotiated fees at the time such additional services are requested by the COUNTY.

Failure to obtain COR approval of a Subconsultant prior to commencement of that Subconsultant's services may be grounds for non-payment of any services performed prior to approval.

A. SUBCONSULTANTS

1. The compensation for services rendered by the Subconsultant's personnel, Principals excluded, shall be computed based on the direct salary cost, as reported to the IRS, for all time said personnel engaged directly in the work, times the following multipliers:

FIRM	FIELD			OFFICE		

1. The table of overhead rates is based on information provided by the Subconsultant during initial contract negotiations. The COUNTY has the right to request that the Subconsultant submit independent audit in accordance with Part 31 of the Federal Acquisition Regulations accepted by a Federal or State agency to set multipliers. Once approved, and until a revision is accepted by the COR, these multipliers shall constitute full compensation to the Subconsultant for costs incurred in the performance of the work such as overhead, fringe benefits, profit and all other costs not covered by reimbursable expenses
2. The maximum direct hourly rate, excluding overhead, allowed under this contract shall not exceed \$xx.xx unless authorized by the COR in writing, and shall apply to all employees.

The burdened direct labor charges shall constitute full compensation to the Subconsultant

for costs incurred in the performance of the work such as labor, overhead, fringe benefits and all other costs not covered by reimbursable expenses or fixed fee.

Overtime work considered necessary and previously authorized by the COR in writing shall be compensated at time-and-a-half of the rate established by Subsection IV-A(1) hereof for personnel below the level of Senior Inspector. Overtime is defined as work in excess of 40 hours per week.

Labor rates shall be in accordance with the list of employees and rates supplied by the CONSULTANT on behalf of the Subconsultant and made a part hereof and consistent with prevailing local wage rates paid for similar work to similar employees classifications and subject to COUNTY approval prior to starting work. Annual wage increases for these employees shall be no higher than five percent (5%) and shall be consistent with other similar employees unless otherwise approved by the COR.

All services provided by the Subconsultants shall be pursuant to appropriate agreements between the CONSULTANT and the Subconsultants which shall contain provisions that preserve and protect the rights of the COUNTY under this Agreement, and indemnify and hold harmless the COUNTY and the services shall be compensated in accordance with Section IV-COMPENSATION. Nothing contained in this Agreement shall create any contractual relationship between the COUNTY and the Subconsultants.

Subconsultants may not be utilized on the work unless their utilization has been approved in advance by the COUNTY in writing. Subconsultants included in CONSULTANT's Proposal are deemed to be approved by the County. The COUNTY reserves the right at any time to withdraw the approval of such Subconsultant, if it decides that the services performed by the Subconsultant, are not acceptable to the COUNTY.

The CONSULTANT shall not change any Subconsultant without prior approval of the COUNTY in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Any request to add a Subconsultant shall include substantiation of Subconsultant's overhead acceptable to the COUNTY.

B. NON-EXCLUSIVITY

Notwithstanding any provision of this non-exclusive agreement, the COUNTY is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other Consultant to perform any professional services as defined herein and the CONSULTANT waives any claim it might have against the COUNTY as a result of the COUNTY electing to retain or utilize such other Architect, Engineer, Design Professional or other Consultant to perform any such professional services, except that if the COUNTY retains or utilizes such other Architect, Engineer, Design Professional or other Consultant to perform such services subsequent to the starting date and before the completion date of the agreement of the CONSULTANT, and if the new Consultant is directed to perform the same services, the CONSULTANT shall be entitled to compensation as provided in this Section.

SECTION XIII - CERTIFICATION

The CONSULTANT certifies that no companies or persons, other than bonafide employees working solely for the CONSULTANT or the CONSULTANT'S COUNTY-approved Subconsultants, have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. The CONSULTANT also certifies that no COUNTY personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, by the CONSULTANT or the CONSULTANT'S COUNTY-approved Subconsultants, to

accomplish the work contemplated under the terms of this Agreement. For breach or violation of this Certification, the County Mayor or his designee shall have the right to annul this Agreement without liability.

SECTION XIV - TERMINATION OF AGREEMENT

It is expressly understood and agreed that the COR may terminate this Agreement, in whole or in part, without cause or penalty, by thirty (30) days prior written notification in writing from the COR or by declining to issue Work Orders, as provided in Section VI; in which event the COUNTY's sole obligation to the CONSULTANT shall be payment in accordance with Section IV - COMPENSATION, for those units or sections of work previously authorized plus reasonable costs of termination. Such payment shall be determined on the basis of the hours or percentage of work performed by the CONSULTANT up to the time of termination. In the event partial payment has been made for professional services not performed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. Upon such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

SECTION XV - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years after its date of execution (although actual completion of the services hereunder may extend beyond such term) or until depletion of the funds allocated to pay for the cost of services, whichever occurs first, unless terminated by mutual consent of the parties hereto or as provided in SECTION XIII, SECTION XIV and SECTION XVI hereof. The performance of specifically and properly authorized services which may extend beyond the Agreement's three (3) years effective term shall be compensated in accordance to Section IV hereof.

SECTION XVI - DEFAULT

In the event the CONSULTANT fails to comply with the provisions of this Agreement, the COR may declare the CONSULTANT in default by thirty (30) days prior written notification. In such event, the CONSULTANT shall only be compensated for any completed professional services. In the event partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the COUNTY within ten (10) days after receipt of written notice that said sums are due. The CONSULTANT shall not be compensated on a percentage of the professional services which have been performed at the time the COR declares a default. Any dispute arising out of this Section shall be resolved in accordance with Section VII – RIGHT OF DECISIONS AND DISPUTE RESOLUTION.

SECTION XVII - INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to Miami-Dade Transit, 701 N.W. 1st Court, 15th Floor, Miami, FL 33136, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Consultant of his liability and obligation under this section or under any other section of this agreement.

SECTION XVIII-ORDINANCES, RESOLUTIONS AND OTHER REQUIREMENTS

The CONSULTANT and Subconsultants agree to abide and be governed by Dade County ordinances which may have a bearing on the work contemplated hereunder, including but not necessarily limited to the following:

- A. Ordinance No. 72-82 (Conflict of Interest), as amended by Ordinances 00-01,00-46.
- B. The CONSULTANT shall comply with the financial disclosure requirements of Ordinance No. 77-13 by filing within thirty (30) days of the execution of this Agreement one of the following with the Dade County Elections Department, P.O. Box 012241, Miami, FL 33101:
 - (1) A source of income statement;
 - (2) A current certified financial statement;
 - (3) A copy of the CONSULTANT'S Current Federal Income Tax Return.
- C. The CONSULTANT further agrees to comply with the requirements of the County, State and Federal Ordinances, Resolutions and/or Regulations.

For a listing of the County and State Ordinances, Resolutions and/or Regulations, see Attachment "G".

Refer to Exhibit "B" for Federal Requirements and Provisions.

The CONSULTANT further agrees to comply with any other Ordinance or Resolution of the County that may become effective before the execution by both parties of this Agreement. In the event any ordinance or resolution potentially impacting price is adopted by the Board subsequent to completions of negotiations but prior to adoption of this contract by the Board, CONSULTANT may

seek adjustment of the contract price. Failure on the part of the CONSULTANT to notify the COUNTY of its intent to seek an adjustment to the contract price prior to the Contract approval of the the Board shall constitute a waiver of any such claims or adjustments.

SECTION XIX - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055, the CONSULTANT hereby certifies and warrants that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section IV, are accurate, complete and current as of the date of this Agreement. It is further agreed that said compensation shall be adjusted to exclude any significant costs where the COUNTY shall determine that the price of services was increased due to inaccurate, incomplete or unclear wage rates or other factual unit costs. All such compensation adjustments shall be made within three (3) years from the date of final billing or acceptance of the work by the COUNTY, whichever is later.

SECTION XX - EQUAL OPPORTUNITY

A. EQUAL EMPLOYMENT OPPORTUNITY

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, marital status, physical handicap, place of birth or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, marital status, physical handicap or national origin. Evidence of such actions shall be reported on forms supplied by the COUNTY.

Such actions shall include, but shall not be limited to the following: employment; upgrading, transfer or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation and selection for training, including apprenticeship.

The CONSULTANT agrees to post in conspicuous places available to employees and applicants

for employment, notices to be provided by the COUNTY setting forth the provisions of this Equal Opportunity Clause.

The CONSULTANT shall comply with all applicable provisions of the Civil Rights Acts of 1964; Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375; Executive Order 11625 of October 13, 1971; the Age Discrimination in Employment Act, effective June 12, 1968; the rules and regulations, and relevant orders of the Secretary of Labor;

Florida Statutes, Chapter 760 (Florida Civil Rights Act of 1992, as amended) and Dade County Ordinance 75-46.

B. NONDISCRIMINATION

During the performance of this Agreement, the CONSULTANT agrees to state in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, marital status, physical handicap or national origin. If requested to do so the CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the COUNTY, and compliance review agencies for purposes of investigation to ascertain compliance with such rules and regulations and orders.

C. DISADVANTAGED BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM

The CONSULTANT must make a good faith effort to meet the ten (10%) percent Disadvantaged Business Enterprise (DBE) goal established for this contract and to comply with all the provisions of the DBE Requirements section made a part of this contract as Exhibit "A".

SECTION XXI - AFFIRMATIVE ACTION PLAN

The CONSULTANT's Affirmative Action Plan, as approved by MDT's Office of Civil Rights, and any approved update thereof, is hereby incorporated as contractual obligations of the CONSULTANT to the COUNTY hereunder. The COR shall undertake and perform the affirmative actions specified herein. The COR may declare the CONSULTANT in default of this agreement for failure of the CONSULTANT to comply with the requirements of this paragraph.

SECTION XXII – FEDERAL REQUIREMENTS AND PROVISIONS

Refer to Exhibit "B" for Federal Requirements and Provisions

SECTION XXIII - UTILIZATION REPORT (UR)

Pursuant to Administrative Order (A.O.) 3-32 Community Business Enterprise (CBE-A&E) Program and/or A.O. 3-39 for the Resolution Repealing County Administrative Orders 3-33, 3-14 and 3-28, and Establishing Administrative Order 3-39 Standard Process for Construction of Capital Improvements, Acquisition Of Professional Services, Construction Contracting, Change Orders and Reporting, the CONSULTANT is required to file utilization reports with the Miami-Dade County contracting department monthly, unless designated otherwise. Utilization Reports (URs) must accompany every invoice. The UR should indicate the amount of contract monies received and paid as a Consultant, including payments to Sub-consultant(s) (if applicable). The UR format is attached hereto as an exhibit.

SECTION XXIV – PROMPT PAYMENT

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and interest payments made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to

resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

SECTION XXV – ESTIMATE TIME FOR CONTINGENCY

This Agreement contains a Contingency Allowance time extension not to exceed ten percent (10%) of the original Contract Duration. Pursuant to a written request by the CONSULTANT for a time extension for reasons exhibited in Section XV – Duration of Agreement, that affects the critical path schedule of the Agreement or any previously approved changes; written documentation that supports the justification of a time extension, review and concurrence by the department A/E, a Contract Contingency Allowance Expenditure Authorization will be created for execution by all parties. Once executed the time extension will adjust the scheduled completion date. The cumulative total of all Contingency Allowance time extensions shall not exceed ten percent (10 %) of the original Contract Duration rounded off to the next whole number.

SECTION XXVI - CONTINGENCY ALLOWANCE

This project is a Professional Services Agreement; therefore an estimated Allowance Account of \$75,000 is permissible, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the (User Department) for unforeseen conditions necessitating additional design, resulting in additions to the basic fee.

SECTION XXVII- SCRUTINIZED COMPANY

Scrutinized Companies - By executing this Agreement through a duly authorized representative, the CONSULTANT certifies that the CONSULTANT is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. The County shall have the right to terminate this Agreement for default if the CONSULTANT is found to have submitted a

false certification or to have been, or is subsequently during the term of the Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SECTION XXVIII – ERRORS AND OMISSIONS

The CONSULTANT shall maintain a record of all construction changes that shall be categorized according to the various types, causes, etc., that the COUNTY and/or CONSULTANT may determine are useful or necessary for its purposes. Among those categories are construction changes, design errors or omissions in the contract documents prepared by the Consultant. For the purposes of this contract provision, errors and omissions shall be dealt with differently, as follows:

A. Errors

It is specifically agreed that any construction changes categorized by the COUNTY as an error in the contract documents prepared by the Consultant will constitute an additional cost to the COUNTY that would not have been incurred without the error. The damages to the COUNTY for errors shall be calculated as one hundred percent (100%) of the total cost of the change and includes direct and indirect costs. Indirect costs may include delay damages caused by the error.

B. Omissions

It is further specifically agreed for purposes of this agreement that any construction changes categorized by the COUNTY as an omission in the contract documents prepared by the Consultant will constitute an additional cost to the COUNTY that would not have been incurred without the omission. The damages to the COUNTY for omissions shall be calculated as fifteen percent (15%) of the total direct cost of the change and one hundred percent (100%) of the indirect costs. Indirect costs may include delay damages caused by the omission.

To obtain such recovery, the COUNTY shall deduct from funds due the Consultant in this or any other contract the Consultant may or will have with the COUNTY up to the amount of the

Consultant's insurance deductible. Should the damages incurred by the COUNTY exceed the Consultant's insurance deductible, the COUNTY shall look to the Consultant and the Consultant's insurer for the remaining amount of additional damages incurred by the COUNTY. In executing this agreement, the CONSULTANT and its insurer specifically agree to the reasonableness of these damage calculations and to the COUNTY'S right to recover same as stated above. The recovery of additional costs to the COUNTY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages that the COUNTY may otherwise incur.

The CONSULTANT shall participate in all negotiations with the Consultant related to this section. Such CONSULTANT participation shall be at no additional cost to the COUNTY.

SECTION XXIX - ENTIRETY OF AGREEMENT

Nothing in this Agreement shall be construed to make any party hereunder the agent, employee, partner or joint venturer of the other, nor will any CONSULTANT firm hereunder be considered the beneficiary of any of the duties or rights created by this Agreement between the COUNTY and any other consulting firm hereunder.

This writing and its' attachments embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the Board of County Commissioners.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

IN WITNESS THEREOF the parties hereto have executed these presents this _____ day of _____, 2012.

ATTEST:

HARVEY RUVIN

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____

By: _____
COUNTY MAYOR

ATTEST:

XXXXXXXXXXXX

By: _____

By: _____

Approved by County Attorney

as to Form and Legal Sufficiency: _____

EXHIBIT “A”

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

AFFIRMATIVE ACTION REQUIREMENTS REQUIRED FORMS

MIAMI-DADE COUNTY
PROFESSIONAL SERVICES AGREEMENT
DBE & EEO PROFESSIONAL SERVICES REQUIREMENTS
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I. DEPARTMENT OF LABOR PROVISIONS

1. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - MDC shall upon its own action or upon written

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request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Non-Construction Contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a.

of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth on subparagraphs (1) through (4) of this paragraph.

6. Contract Termination: Debarment.

A breach of the contract clauses in 29 C.F.R. Parts 5 and any other labor standards where applicable may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

7. Disputes Concerning Labor Standards.

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Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontracts) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

SECTION II: EQUAL OPPORTUNITY/NONDISCRIMINATION

A. EQUAL EMPLOYMENT OPPORTUNITY

~~In connection with the execution of this contract, the contractor shall not discriminate against any employee or~~ applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

B. DISCRIMINATION PROHIBITED

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as MDC deems appropriate. (49 CFR Part 26.13(b))

C. NONDISCRIMINATION (General)

The proposer will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of

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1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

D. DISABILITY NONDISCRIMINATION.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be

assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. [d].)

1. "In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Also, in accord with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Additionally, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section # 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. Furthermore, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue."

SECTION III: DISADVANTAGED BUSINESS ENTERPRISE AFFIRMATIVE ACTION REQUIREMENTS

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DBE/ EEO REQUIREMENTS

A. DEFINITIONS: As used in this Disadvantaged Business Enterprise (DBE) Contractor Participation Provision ("Provision"), the following terms shall have the following meanings (the definitions shall not apply outside of this Provision where inconsistent with those contained elsewhere in the Proposal documents):

1. Affirmative Action - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
2. Board - Board of County Commissioners, Miami-Dade County, Florida.
3. Challenge - A formal filing by a third party to rebut the presumption that a particular individual is socially and economically disadvantaged.
4. ~~Commercially Useful Function – When a DBE is responsible for the execution of the work of the contract and~~ is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself, in light of industry practices and other relevant considerations. If, MDC has any reason to believe that a firm, while an eligible DBE, is not performing a commercially useful function in a particular transaction, the contractor will not receive credit toward the Goal.
5. Compliance Monitor – The Transit Contracts Compliance Officer, as designated by the Director of MDC to monitor contracts and to make recommendations to MDC with respect to compliance with this Provision.
6. Contract - A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them; the Contract, executed by MDC and the successful proposer, of which this Provision is a part. For the purposes of this program, a lease is considered to be a contract.
7. Contract Goal- DBE participation goal established by the Board of County Commissioners for this Contract solicitation.
8. Contract Price- the total Proposal price of the successful proposer as awarded by the Board of County Commissioners.
9. Contracting Officer- The Director of the Miami-Dade Transit or designee.
10. Contracting Opportunity - Any decision by the Miami-Dade county or contractor to institute a procurement action to obtain a product or service commercially (as opposed to intergovernmental actions).
11. DBE Affidavit of Continuing Eligibility- an affidavit from a certified DBE, which the DBE submitted to the certifying agency at the DBE latest anniversary date, certifying that the DBE continues to meet the eligibility criteria of the DBE program, pursuant to 49 CFR Part 26.

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12. DBE Certification Letter - A letter issued to a firm by the State of Florida Unified Certification Program (UCP) certifying member or agency, declaring that the firm is certified as a DBE.
13. DBE Directory - A registry of certified DBE available published to aid in the identification DBE; available on the MDC web portal, www.miamidade.gov, or the State of Florida Uniform Certification Program web site: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>
14. Disadvantaged Business Enterprise or DBE - A "for-profit small business concern--
- a. That is at least 51 percent owned, managed and controlled by one or more individuals who are both socially and economically disadvantaged as defined in 49 CFR Part 26.5, or in the case of a corporation, in which at least 51 percent of the stock of which is owned by one or more such individuals; and
 - b. That is certified as a DBE by a certifying member of the State of Florida Uniform Certification Program.
15. Goal – A percentage of the total contract price that is to be expended with certified DBE
16. Letter of Intent - A letter from a DBE subcontractor listed on the Schedule for Participation to the Prime Contractor, expressing the DBE intent to participate on the project and the dollar amount that the prime has committed to such DBE.
17. Manufacturer - An individual (or individuals) who owns, operates, or maintains a factory or establishment that produces on the premises the components, materials, or supplies obtained by the Miami-Dade county, Contractor, or Transit Vehicle Manufacturer.
18. MDC - Miami-Dade County, Dade County or the County or Miami-Dade county or MDT as referred to in the Contract Documents.
19. Prime and Sub Information Form- A form listing certain background of the firms interested in participating in this project.
20. Proposer - An individual, firm, partnership, corporation, joint venture, or combination thereof submitting a offer for work.
21. Qualified - a Contractor is qualified to do specific work if it meets all of the following criteria:
- a. It has or is able to obtain any and all licenses required to do such work;
 - b. It has the necessary experience, organization, technical qualifications skills and facilities to do such work;
 - c. It is able to comply with the performance schedule reasonably needed for such work;
 - d. It does not have an unsatisfactory record of integrity, judgment and performance;
 - e. It is able to meet the applicable equal employment opportunities requirements; and
 - f. It is not otherwise ineligible to perform such work under applicable laws and regulations.
 - g. The DBE is certified in the area where the work is to be performed. See 49 CFR 26.71(n).

22. Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this definition.

23. Socially and Economically Disadvantaged Individual - means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- a. Any individual who MDC finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- b. Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:

- (1) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;
- (2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
- (3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (5) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (6) Women;
- (7) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

24. Schedule of Participation - A schedule submitted by a prime contractor, containing names, tasks, dollar amounts, percentages of work, commencement and completion dates, assigned, committed or allocate to DBE subcontractors.

25. Successful Proposer - the proposer to which the Contract is awarded.
26. Unavailable - A contractor is unavailable to do specific work if:
- It has that knowledge of the terms and specifications of the Contract needed to formulate intelligently a proposal to do such work or to decline intelligently an opportunity to formulate such a proposal; and
 - It does not intend, or is unable, to make a proposal because of lack of interest, inability to meet the reasonable and ordinary demands connected with doing such work, unwillingness to meet the specifications for such work, unwillingness to work on this project or in this geographic area, or such other reason as is determined by MDC to be sufficient.
27. U.S. Department of Transportation Regulations - the final rules and regulations published in the Federal Register (Vol. 64, No. 21, P. 5126 et seq.) dated Tuesday, February 2, 1999, entitled PART 26--PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS.
28. DBE Contractor Identification Statement- a statement, in the form annexed to this Provision, to be signed by and containing information on a DBE Contractor.

B. UTILIZATION OF DBES:

1. Affirmative Action Obligation

All projects, with Federal Funding.

- Policy. MDC is committed to carry out the DBE Program and to meet the objectives stated in the program, including nondiscrimination in the award and administration of DOT assisted contracts in MDC's transit programs; creating a level playing field on which DBEs can compete fairly; and ensuring that MDC's DBE program is narrowly tailored in accordance with applicable law. Consequently, the requirements of 49 CFR Part 26 apply to this project.
- DBE Obligation. The proposer, DBE or otherwise, agrees to ensure that DBE, as defined in 49 CFR Part 26 and this Provision, are given the opportunity to participate in the performance of this contract for it is financed in whole or in part with Federal Funds. Consequently, the contractor shall take all necessary and reasonable steps pursuant to 49 CFR Part 26 and this Provision to ensure that DBEs have the opportunity to compete for and perform on this contract. Additionally, the proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

All determinations of compliance or non-compliance of the proposer with the requirements of this Provision, and of the appropriate consequences of non-compliance, shall be final and binding, except for administrative

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reconsideration from an adverse decision by MDC as provided in Section 26.53. All determinations shall be final and the result is not administratively appealable to the U.S. Department of Transportation. Nothing in this Provision shall be construed to diminish the legal responsibility or authority of MDC.

2. DBE Goal

The minimum Goal for participation by DBE on this project is Ten (10%) percent of the total price of the Contract.

3. Competition Required

The Contractor or Proposer shall select DBE subcontractors, including DBE suppliers, on a competitive basis to the maximum practical extent, consistent with the objectives and requirements of the contract and 49 CFR part 26. Contractor or Proposer is prohibited from requiring unnecessary experience; excessive bonding and qualification.

4. DBE Proposer

A Proposer which is itself a DBE may achieve the Goal by performing work with its own forces at a value not less than the Goal and will be subject to compliance with the applicable requirements of Section III.B.(1) and (2) of this Provision and any other requirements pursuant to 49 CFR Part 26.

5. Title VI Compliance (Civil Rights Act of 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive proposal or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and

instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraph (a) Section III.B.4 through Section III.B.4(f) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

C. REQUIREMENTS PRIOR TO CONTRACT AWARD

1. Requirements at BID Submittal

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Each proposal shall register in the Disadvantaged Business Enterprise (DBE) Tracking Software and include the following documents:

a) An executed Certificate of Assurance and A completed Prime and Sub Information Form for the proposer/s and one for each interested DBE and non-DBE subcontractor/s who sought to work on the project with the proposer.

A proposal that fails to include the Certification of Assurance or the Prime and Subcontractor Information Form may be deemed non-responsive.

2. Submittal Prior to Negotiations/Award

a. Each selected proposer, in order to be eligible for award consideration, shall submit the following documents to MDC at the minimum two (2) days prior to the scheduled negotiations/award date:

(1) A Schedule for Participation, executed by the prime.

(2) From each proposed DBE, the prime shall collect and submit to the County, a Letter of Intent.

(3) From each DBE, a copy of the DBE Affidavit of Continuing Eligibility, which the DBE submitted to its certifying agency within the last 12 months or on the DBE's most recent anniversary date;

(4) A complete DBE Contractor Identification Statement.

(5) For each DBE proposed, the prime shall obtain from the DBE and submit to the County a copy of the DBE's Certification Letter, showing that the DBE is certified in the specific work category in which the DBE will be performing its scope.

b. Each selected proposer who submitted An executed Certificate of Assurance as to Having Documented Adequate Good Faith Efforts to Meet the Established DBE Goal, as a matter of responsibility, shall submit to MDC the following, two (2) business days prior to the scheduled negotiations date:

(1) If the proposer does not show on the Schedule for Participation how the DBE goal will be met, in order to be given further consideration for this project, the proposer must document adequate good faith efforts. This means that the proposer must show that it took all necessary and reasonable steps to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The SCHEDULE for PARTICIPATION, the LETTERS of INTENT, and an affidavit from potential DBE certifying that they will not be available to perform on this project may be used as part of this documentation.

(2) In any situation in which MDC has established a contract goal, MDC will use the good faith efforts mechanism spelled out in 49 CFR Part 26, Appendix A. MDC will make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good faith efforts. MDC will consider the quality, quantity and intensity of the different kinds of efforts that the proposer has made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract Goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. MDC emphasizes that the determination concerning the sufficiency of the proposer's good faith efforts is a judgment call; meeting quantitative formulas is not required.

(3) MDC does not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, provided that the proposer has demonstrated adequate good faith efforts. MDC will give fair and serious consideration to bona fide good faith efforts.

(4) The following is a list of the types of actions which the proposer is strongly advised to consider as part of its good faith efforts to meet the DBE goal. The list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

a) Soliciting through all reasonable and available means (e.g., attendance at pre-Proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

b) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

c) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

d) (i) Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names addresses, and telephone numbers of DBEs that were

considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(ii) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(e) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the contractor's efforts to meet the project goal.

(f) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

g) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

3. Selection Criteria and Meeting or Showing Good Faith to Meet the DBE Goal.

a. In determining whether a proposer has made good faith efforts, MDC may take into account the performance of other proposers in meeting the Contract goal. For example, when the apparent successful proposer fails to meet the contract goal, but other proposers meet it, MDC may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful proposer could have met the goal. If the apparent successful proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other proposers, MDC

may view this, in conjunction with other factors, as evidence of the apparent successful proposer having made good faith efforts.

b. If any one proposer meets or exceeds the Contract Goal, MDC may take into consideration whether proposers who failed to meet the Goal failed to exert sufficient reasonable efforts to meet the Goal and are, therefore, ineligible to be awarded the contract.

c. If the status of a DBE listed on the proposer's Schedule for Participation is disapproved after contract award, the proposer shall remain bound by procedures under Section III.D.

d. DBE participation shall be counted toward meeting the DBE Goal as follows:

~~(1) Once a firm is determined by MDC to be an eligible DBE, the dollar value of the work performed by the DBE is counted toward the DBE Goal, except as limited by paragraph III.C.2.c.~~

~~(2) Through III.C.2.c. (4). See 49 CFR 26.55(a).~~

(2) MDC shall count toward the DBE Goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the DBE partner(s) in the joint venture. See 49 CFR 26.55(b)

(3) MDC shall count toward the DBE Goal only expenditures to DBEs that perform a commercially useful function in the work of a contract. See 49 CFR 26.55(c).

(a) A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the proposer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(b) Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function.

(4) MDC shall count toward DBE goals expenditures for materials and supplies obtained from DBE suppliers and manufacturers, provided that the DBEs assume the actual and contractual responsibility for the provisions of the materials and supplies.

(a) MDC shall count toward DBE goals the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(b) MDC shall count toward DBE goals 60 percent of the expenditures to DBE suppliers that are not manufacturers provided that the DBE supplier performs a commercially useful function in the supply process.

e. The total price for work to be performed by DBEs as indicated in the Proposer's Schedule of Participation by DBEs is required to be sufficient to fulfill the Goal, unless the Proposer shall demonstrate adequate good faith efforts as provided in III.C.2.c.

4. Collusion and False Statements Prohibited

Any agreements between a proposer and a DBE, in which the DBE Contractor promises not to provide subcontracting quotations to other proposers, are prohibited. Any uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or other circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of the DBE program, may be subject to debarment proceedings under 49 CFR part 29; Program Fraud and Civil Remedies under 49 CFR part 31; and prosecution under 18 U.S.C. 1001, by the Department of Justice.

5. DBE Listed on the Schedule for Participation

The listing of a DBE Contractor by a proposer on its Schedule shall constitute a representation by the proposer that such DBE Contractor is Qualified and Not Unavailable, and a commitment by the proposer that if it is awarded the contract, it will enter into a subcontract with such DBE for the portion of the work and at the price set forth in its submittal subject to the terms of this Provision. A failure by the proposer to aProposale by representation made on the Schedule for Participation is a material breach of the Contract; therefore subjects the proposer to sanctions, including but not limited to those set forth in Section III.D.4.

6. Award of Contract

MDC shall not award a contract to any Proposer which MDT determines fails to comply with the applicable requirements of these provisions. Nothing herein shall relieve any Proposer or any Contractor performing any work under the Contract from any of the terms, conditions or requirements of the Contract or modify the Owner's rights as reserved in the Contract Documents.

7. Procedures for Determination of Compliance

Provided the proposer shall have submitted completed forms and information required by Section III.C.1 of this Provision, and its proposal is otherwise responsive to the solicitation, and it is determined by MDC that no proposer with DBE Participation has offered a reasonable price who can demonstrate that it has made sufficient

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reasonable efforts to meet the DBE contract goal, the proposer who failed to obtain appropriate DBE Participation, but has the lowest reasonable price shall be provided an opportunity to participate in the proceedings set out in this Section III.C.3.

The Proposer's failure to submit completed forms and information as required can neither be cured by supplementary submittals and testimony at hearings, nor shall the non-responsiveness of the proposal on account thereof be waived, negotiated or compromised. A proposer shall not be foreclosed from participating in the proceedings provided in this Section because the Disadvantaged Business Enterprise status, non-qualification or unavailability of a Contractor as shown in the Proposal submitted is questioned by the Compliance Monitor. Further, a Proposer may be foreclosed from said proceedings because the Compliance Monitor questions the reasonableness of the proposer's effort as required by these Sections.

a. Investigation and Recommendation by Compliance Monitor.

In the event that the Proposer has not met the Goal, and has submitted the good faith efforts extended by the Proposer to meet the Goal, the Compliance Monitor may require that the Proposer meet with the Compliance Monitor at the Miami Dade Transit Agency, 701 NW 1st Court, Suite 17 Floor, Miami, FL 33136, phone 786-469-5479, or such other place as the Compliance Monitor may designate.

b. The purpose of this meeting shall be for the Compliance Monitor to consider whether to recommend that the proposer's proposal be determined to be in compliance with the requirements of this Provision or to recommend award not be made to the proposer. At this meeting the proposer has an opportunity to present information and arguments pertinent to its compliance with the applicable requirements. Upon request of the Compliance Monitor, the proposer shall produce in writing at this meeting the information required in III.C.2.c, including the following:

(1) A detailed statement of the efforts made to contact and negotiate with DBEs, including:

- a. The names, addresses and telephone numbers of DBEs who were contacted;
- b. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
- c. A detailed statement of the reasons why additional prospective agreements with DBEs, if needed to meet the Goal, were not reached;

(2) A detailed statement of the efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the Goal;

(3) As to each DBE contacted but which the proposer considered to be not qualified, a detailed statement of the reasons for the proposer's conclusion;

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(4) As to each DBE contacted but which the proposer considered to be unavailable, either

a. A written statement from the DBE that it is unavailable,

or

b. a statement from the proposer that the DBE refused to give such written certification after reasonable request, and a detailed statement from the proposer of the reasons for the proposer's conclusion that the DBE was unavailable (the Statement may be used for this purpose where appropriate);

(5) Attendance at a pre-Proposal meeting, if any, scheduled by the proposer to inform DBEs of subcontracting opportunities under a given solicitation;

(6) Advertisements in general circulation media, trade association publications, and minority-focus media for at least 20 days before proposals are due concerning subcontracting opportunities (if the interval between MDC advertising is so short that 20 days are not available, then publication for a shorter reasonable time is acceptable).

(7) Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the proposer or MDC; and

(8) Written notification to DBEs that their interest in the contract is solicited.

c. The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate.

d. Not later than fifteen (15) days after given notice of his initial meeting with the proposer, the Compliance Monitor shall make a written recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based.

e. Determination by MDC. Following receipt of the Compliance Monitor's recommendation, the Contracting Officer shall send to the proposer a Notice of Opportunity to meet with the Contracting Officer, enclosing a copy of the Compliance Monitor's recommendation. Such Notice shall indicate the date, time and place at which the proposer may, if it so requests in writing, meet with the Contracting Officer and have an opportunity to present pertinent arguments and information relating to the recommendation by the Compliance Monitor regarding the proposer's compliance with this Provision. The Contracting Officer may request such further information from the proposer as it deems appropriate, and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the proposer. The Contracting Officer may also conduct

informal conferences, to which the proposer shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issues on which its recommendation to the Board of County Commissioners will be based.

f. As soon as practicable, the Contracting Officer shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the Proposal of such proposer complies with the requirements of this Provision or recommending to the Board that the Contract not be awarded to the proposer. A copy of such determination shall be sent to the proposer. Such determination shall not affect the power of the Board of County Commissioners to reject the proposer's proposal for any other reason or to take action on the recommendation of the Contracting Officer it deems appropriate.

g. Consideration of Other Proposals. If MDC deems it advisable in the interests of expediting the award of the Contract, the procedures set forth in this Section III.C. may be carried out with respect to the Proposals of one or more additional proposers at the same or different times with each such proceeding to be separately conducted.

h. Failure of proposer to Participate. The proposer will be bound by proceedings under this Provision to which it has been given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Provision, shall not be grounds for reconsideration of any actions taken in the procedure.

8. Substitution of DBEs for those Listed in the Schedule for Participation

A proposer may change information required by this Provision from that provided in its Schedule of Participation of DBE only when directed to do so by the Contracting Officer. The Contracting Officer may make such a direction if it determines in the course of any proceeding conducted pursuant to Section III.C.3., that

- a. Although listed by a proposer in good faith, a Contractor appearing on the proposer's Schedule is not a DBE; is not qualified; or is unavailable and that
- b. If the work scheduled to be performed by said Contractor or its equivalent is not performed by a DBE, the proposer will not achieve the level of participation listed on its Schedule.

Upon receiving such a direction, the proposer shall make every reasonable effort to replace a contractor listed in its Schedule with a qualified DBE to perform, for not less than the lesser of the same price or the price necessary to achieve the level of participation listed in its Schedule, the same work or other work not appearing on the Schedule included with its proposal submission. For the purpose of determining the proposer's compliance with this Provision, the revised list of DBEs shall be considered. However, a failure by a proposer to

make the efforts required by the preceding paragraph prior to Contract award shall be grounds for a determination by the Board of County Commissioners that the contract not be awarded to the proposer. If a proposer is awarded the Contract and it fails to make such efforts upon notice by MDC, MDC shall subject the proposer to sanctions as provided in Section III.D.4.

D. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

1. Proposal, Execution, and Compliance with Subcontracts

a. The Contractor shall enter into subcontracts corresponding in all respects to the proposed agreements listed on the Contractor's Schedule for Participation by DBEs included in its proposal with substitutions

authorized under this Provision. The Contractor shall enter into each such approved subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by, or decrease the price to be paid to the DBE thereunder without in each instance the prior written approval of the Contracting Officer. Furthermore, within 15 days of the Contractor having received a Notice of Award or otherwise a Letter of Award from MDC, and as a condition precedent to receiving Notice to Proceed, the Contractor shall make deliver copies of such subcontracts to the Contracting Officer.

b. Contractor shall ensure that the DBE listed on its Schedule for Participation remains compliant with 49 CFR part 26.83(j), which requires all DBE, every year on the anniversary of their certification, to submit an Affidavit of Continuing Eligibility. As such, consistent with the Contractor's obligations under this Provision to satisfy the Goal with DBE that meet the requirements of 49 CFR part 26, the Contractor is advised to require its DBE, through their subcontracts, to comply with subpart 26.83(j), among others. The Contractor is further advised to apply sanctions, including contract termination against any DBE which fails to comply or show compliance.

c. In addition to the requirement in paragraph (a) above, Section III.D(1), subcontracting by DBE subcontractor of any portion of its contract is prohibited, unless such DBE has received prior written authorization from the Contracting Officer or designee.

d. MDC retains the right to approve or disapprove any subcontract with a DBE proposed under this Provision for the same reasons and in the same manner that MDC may approve or disapprove any other subcontract proposed to it. If MDC disapproves a subcontract required to be proposed under this Provision for reasons relating to its form, the Contractor shall propose for approval another subcontract with the same DBE, for the same work and at the same price, in a form acceptable to MDC. If MDC disapproves a subcontract required to be proposed under this Provision for any other reason, the Contractor shall be excused from proposing that subcontract and shall be subject to the provisions of Section III.D.2 below.

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2. Substitution of Subcontractors

a. Excuse from Entering Subcontracts.

If prior to execution of a subcontract required by this Provision, the Contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE which is to enter into such subcontract has become not Qualified, or that the DBE has unreasonably refused to execute the subcontract, the Contractor shall be excused from executing such subcontract.

b. Rightful Termination of Subcontracts.

If, after execution of a subcontract required by this Provision, the Contractor submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a DBE which entered into such subcontract has become not Qualified or has committed and failed to remedy a material breach of the subcontract, the Contractor shall be entitled to exercise such rights as may be available to it to terminate the subcontract.

c. Determination of Excuse of Rightful Termination.

If the Contractor, at any time, submits a written request to the Contracting Officer under the provisions of either Section III.D.1 or Section III.D.2, the Contracting Officer, as soon as practicable, shall determine whether the Contractor has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Contractor upon notice, an opportunity to present pertinent information and arguments.

d. Alternative Subcontracts.

If the Contractor is excused from proposing a subcontract under Section III.D.1 or from executing a subcontract under Section III.D.2 (a) or rightfully terminates a subcontract under Section III.D.2.b, and without such subcontract, the Contractor will not achieve the stated level of DBE participation on which the contract was awarded, the Contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another Qualified DBE or Contractors for a contract price or prices totaling not less than the contract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Contractor shall be deemed to satisfy the requirements of this Section III.D.2.d if:

Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12

DBE/ EEO REQUIREMENTS

(1) The Contractor proposes and shall enter each such alternative subcontract for the same work; or
(2) The Contractor demonstrates, to the satisfaction of the Contracting Officer, that it has made every reasonable effort to contact and negotiate with DBEs in an attempt to subcontract such work, but that it was unable to subcontract the work due to either:

a. DBEs were not *qualified*, or

b. DBEs were *unavailable*; or

c. Although qualified and not unavailable, or otherwise available, but the DBEs were unwilling or unable to propose a price that is less than or equal to the original price scheduled for such work, or the price stated in another bona fide proposal, of which such DBEs had knowledge, submitted by another

Contractor to which the Contractor proposes to subcontract such work; or

(3) The Contractor proposes and shall enter into subcontracts with other qualified DBEs for an amount equal to or greater than the original price of the work at issue, minus proration where applicable, for any other work not included in the Schedule for Participation, as may be modified consistent with this Provision.

In any situation covered by this Section III.D.2 or any part of this Provision, the Compliance Monitor shall provide the Contractor an opportunity to demonstrate compliance with these requirements. The Compliance Monitor may require the Contractor to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. Upon reviewing the documents and information submitted by the Contractor, the Compliance Monitor shall make a finding and issue a written recommendation as to whether the Contractor is deemed compliant with this Provision, and as promptly as practicable, shall deliver a copy of same to the Contractor.

The Contracting Officer shall consider the Contractor's objections to the Compliance Monitor's recommendation only if such objections are in writing and are received by the Contracting Officer within five (5) calendar days from the Contractor's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, shall reply to the contractor's written objections within ten (10) working days of receipt of these objections.

3. Continued Compliance and Examination of Records - MDC shall monitor the compliance of the contractor with the requirements of this Provision during the life of this project. Upon request, the Compliance Monitor; MDC; the U.S. Department of Transportation; the FTA; or any of their representatives shall have access to and

the right to examine and inspect all records, documents, and papers, including, but not limited to contracts, manning tables, records of expenditures, change orders, observations at the job site.

4. Sanctions for Violations

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

- a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;
- b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
- c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

5. Contractor Reporting Requirements.

The Contractor shall submit every so often reports of payments made to all subcontractors, including DBEs in this project.

a. Monthly Reports

Within 15 days of the end of the month which the report is for, the contractor shall submit monthly reports of payments made to all its subcontractors, accompanied by proof of payments made only to its DBEs, pursuant to the schedule outlined on the Monthly Report Form. Such proof of payments must be in the form of copies of canceled checks to and/or signed affidavits from the subcontractors, affirming receipt of specific payments.

6. Prompt Payment.

Pursuant to 49 CFR part 26.29 and 26.37, prime contractors shall pay subcontractors, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a proper invoice is stamped received. Further, the prime contractor will return retainage payments to the subcontractor, including DBE firms, within 30 days of the subcontractor's satisfactory completion of work.

(1) The following correct information constitutes a proper invoice and is required as payment documentation:

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12**

DBE/ EEO REQUIREMENTS

- a. Name of Subcontractor;
- b. Invoice date;
- c. Invoicing period;
- d. MDT Contract number;
- e. Subcontractor's invoice number; account number; and/or any other identifying number agreed by contract;
- f. Description and nature of work completed;
- g. Taxpayer Identification Number (TIN);

h. Bank Information; and/or EFT and Financial EDI Statement

i. Contact person's name, title and Telephone Number.

j. Other substantiating documentation, information required by contract.

(2) An invoice shall be deemed to be received on the receipt date stamped on the invoice by the contractor. If the contractor fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subcontractor shall control.

(3) The Prime Contractor shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime contractor.

(4) The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime contractor or subcontractor from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.

(5) In the event of a payment dispute, the contractor and subcontractor may withhold the disputed portion of any such payment, if the contractor, or subcontractor notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.

(6) The Prime and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.

(7) In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the contractor and shall be concluded by

**Project Name: Continuous Professional Services Exclusively
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DBE/ EEO REQUIREMENTS

final decision not later than 30 days after the date on which the payment request or proper invoice was received by the contractor. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Contractor, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subcontractor, then interest shall begin to accrue as of the original date the payment became due.

(8) The prime contractor may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

(9) If a payment request or an invoice is rejected under subsection (9) and the subcontractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.

(10) All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.

(10) Late payment interest penalties shall be paid without regard to whether the subcontractor has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of day late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.

(12) The Prime and subcontractor in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.

(13) A provision in an agreement between a subcontractor and a contractor is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime contractor to the subcontractor or of the subcontractor to the contractor, arising under this subsection.

--END--

Project Name: Continuous Professional Services Exclusively
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DBE/ EEO REQUIREMENTS

**Project Name: Continuous Professional Services Exclusively
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DBE/ EEO REQUIREMENTS

APPENDIX OF FORMS

CERTIFICATION OF ASSURANCE FORM

DBE CONTRACTOR IDENTIFICATION STATEMENT

PRIME AND SUBCONTRACTORS INFORMATION FORM

LETTER OF CERTIFICATION

SCHEDULE FOR PARTICIPATION

LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

SUBCONTRACTORS MONTHLY PROGRESS REPORT

AFFIDAVIT OF NO CHANGE

Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
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DBE/ EEO REQUIREMENTS



MIAMI-DADE COUNTY
MIAMI-DADE TRANSIT
REQUEST FOR PROPOSALS

CERTIFICATION OF ASSURANCE FORM

The undersigned hereby gives assurance to Miami-Dade County of having identified certified Disadvantaged Business Enterprise firm(s). The undersigned assures it will meet or exceed the DBE goal as stated in the solicitation document.

Authorized Signature

Name

Title

Date

**Project Name: Continuous Professional Services Exclusively
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**DBE CONTRACTOR IDENTIFICATION STATEMENT**

1) Name of DBE Contractor _____

2) Year business established _____

3) Address and telephone number _____

4) DBE Type: Women _____ Black _____ Hispanic _____ Other (specify) _____

All DBEs must show ownership percentage by gender-- Male _____ % Female _____ %

5) Name of principal officer _____

6) Principal type of work _____

7) Name of persons involved in management of firm and positions held:

	NAME	RACE	SEX	POSITION/TITLE
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____

If additional space is needed, please use another sheet.

8) For a Corporation or Professional Association (PA): Identify those who own five percent or more of the firm's stock or five percent or more share of a Professional Association.

	NAME	RACE	SEX	OWNERSHIP PERCENTAGE	YEARS OF OWNERSHIP	VOTING PERCENTAGE
A.	_____	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____	_____

**Project Name: Continuous Professional Services Exclusively
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If additional space is needed, please use another sheet.

(Continued on Page 2)

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
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DBE CONTRACTOR IDENTIFICATION STATEMENT

MDT DBE Participation Program

9) For a Proprietorship, indicate the DBE status and gender of the proprietor:

Black Male _____ Black Female _____ Hispanic Male _____ Hispanic Female _____

Other Male (Specify) _____ Other Female (Specify) _____

10) Does the firm have an 8(a) Certification issued by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637 (a))?

NO _____ YES _____ Certified as an 8(a) Contractor (date) _____

11) Date certified as a DBE _____ Cert. No. _____ Expires _____

12) The undersigned agrees to provide other relevant information concerning ownership and control if requested to do so by MDC or its representative.

Signature of Official of DBE Company

Title of Official

Date

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12**

**PRIME AND SUBCONTRACTORS INFORMATION FORM**

INSTRUCTIONS: Prime must complete a form for itself and must provide a form for each firm which was contracted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

BIDDER INFORMATION

Firm Name _____ F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Founded _____ Annual Gross Receipts: Under \$500k _____ Over \$500k _____

Phone No. _____ FAX No. _____ Email _____

SPECIALTYUSE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 _____ Heavy--SIC 16 _____ Specialty Trades--SIC 87 _____

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 _____

Goods, Equipment and Non-professional Services _____

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Anniversary Date: ____/____/____ Ethnicity _____ Gender _____

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

_____	_____	_____	_____
Signature	Print Name	Title	Date

For MDC Use Only:	
Was the subject bld awarded to this bidder? Yes _____ No _____	
Bld Description: _____	Bld No: _____
Percentage of DBE Goal: _____ %	

Project Name: Continuous Professional Services Exclusively**For Federally Funded Projects****Contract No: CIP113-DE1-TR12**

**MIAMI-DADE COUNTY****DBE AFFIDAVIT OF NO CHANGE**

I, _____, swear¹ (or affirm) that there have been no changes in (name of firm) _____ circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and 13 CFR Part 121. I swear (or affirm) there have been no material changes in the information provided with (name of firm) _____ application for certification, except for any changes about which I have provided written notice to Miami-Dade County, pursuant to 49 CFR § 26.83(i).

I swear that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have suffered the effects of discrimination, because of my identity as a member of one or more of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further swear (or affirm) that my personal net worth does not exceed \$750,000.00, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

I specifically swear (name of firm) _____ continues to meet the Small Business Administration (SBA) business size criteria and the overall gross receipts cap of 49 CFR Part 26 and (name of firm) _____'s average annual gross receipts (as defined by SBA rules) over the previous three fiscal years do not exceed \$16.6 million. I will provide size and gross receipts documentation to support this affidavit, immediately upon Miami-Dade County's request.

Signature _____ Date _____

On this ____ day of _____, 20__, before me appeared (name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit and did state that he or she was properly authorized by (name) _____

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Project Name: Continuous Professional Services Exclusively

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of firm) _____, to execute the affidavit and did so as his or her free act and deed.

(SEAL/STAMP)

Notary Public _____ Commission Expires _____

SCHEDULE FOR PARTICIPATION

Instructions for Contractors: List your DBE firms and sign.

DBE FIRM (1):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed : _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (2):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed : _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (3):

Name _____

Type of Work to Be Performed: _____

Percentage and Dollar Amount of Total Bid Committed : _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date: _____

DBE Firm (4):

Name _____

Type of Work to Be Performed : _____

Percentage and Dollar Amount of Total Bid Committed: _____ % \$ _____

Proposed Commencement Date: _____ Proposed Completion Date:--- _____

Under penalty of perjury of the laws of the United States, the undersigned certifies that it is committed to hire the above firms to do the work listed above on project _____, as part of it obligations under said project, and agrees to make the DBE & EEO Requirements of said project part of any tier of its

Project Name: Continuous Professional Services Exclusively

For Federally Funded Projects

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MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

subcontracts. The undersigned also certifies that the DBE listed on this Schedule are certified in the work categories in which they are being proposed to perform and that the Contractor has included language in its subcontracts to ensure that its DBE remain compliant with 49 CFR part 26, specifically Subpart 26.83(j).

Authorized Signature

Print Name and Title

Date

Name of Contractor

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
Contract No: CIP113-DE1-TR12**

**LETTER OF INTENT FROM DBE SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

To: _____ and Miami-Dade County
(Name of Prime Contractor)

From: _____
(Name of DBE Firm)

The undersigned DBE is prepared to perform the following described services and/or supply the following described goods, in connection with the following project/contract for a total dollar amount of \$_____ and certifies that, upon the execution of a contract with the Prime Contractor, it will not subcontract any part of such contract to any firm, at any tier, without obtaining prior written consent from Miami-Dade County, through the Prime Contractor; it further certifies that it has received from Prime Contractor a true copy of the Affirmative Action provisions, which must include the Davis Bacon requirements and wage determinations, if applicable.

The undersigned also certifies that the undersigned's Disadvantage Business Enterprise certification was issued to perform the specific types of work listed below. The undersigned further certifies that as of the date of this letter, the undersigned is compliant with all the requirements of 49 CFR part 26, specifically Subpart 26.83(j). The undersigned further certifies that the undersigned has submitted an Affidavit of Continuing Eligibility to its certifying agency with the last 12 months.

Prime Contractor _____ Project Name _____

DBE ASSIGNMENTS:

Item No.	Work to be performed	Dollar Amount Per Bid Form
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Item/Supply Description	Quantity	Dollar Amount
_____	_____	_____
_____	_____	_____

Authorized Signature _____ Title _____

Print Name _____ Date _____

**Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
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MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

SUBCONTRACTORS MONTHLY PROGRESS REPORT

Report Period:	CONTRACT NUMBER _____ PROJECT NAME _____
	CONTRACTOR NAME _____ CONTRACT AMOUNT \$ _____
	DBE GOAL _____ % DBE GOAL TO DATE _____ %
	PAID TO PRIME CONTRACTOR THIS MONTH \$ _____ TOTAL TO DATE: \$ _____

DBE FIRMS	SEX	ETHNIC	TYPE OF WORK/SERVICE	MONTHLY PAYMENT	PAYMENT TO DATE	CONTRACT AMOUNT

PAYMENTS TO NON-DBES	TYPE OF SERVICE	AMOUNT

Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
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MIAMI-DADE TRANSIT OFFICE OF CIVIL RIGHTS AND LABOR RELATIONS DBE PROGRAM

I certify that the above information is true and accurate to the best of my knowledge and understand that if I misrepresent or falsify such information, I may be subject to civil and or criminal prosecution under Title 18 United State Code Section 1001.

Authorized Signature

Print Name and Title

Date

Project Name: Continuous Professional Services Exclusively
For Federally Funded Projects
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EXHIBIT “B”

FEDERAL REQUIREMENTS AND PROVISIONS

FEDERAL REQUIREMENTS AND PROVISIONS

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- 06. Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction)**
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- 19. Bid Protests**

The Contractor further agrees to comply with the following Federal requirements

FEDERAL REQUIREMENTS AND PROVISIONS

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation. By reason of such participation, the Bidder (the terms "Bidder", "Proposer" and "Contractor" are used interchangeably) is required to agree to the following provisions:

1. No Federal Government Obligations to Third Parties (by Use of a Disclaimer) (April 6 2011)

No Obligation by the Federal Government.

(1) The Purchaser Miami-Dade County (MDC) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

2. False Statements or Claims Civil and Criminal Fraud (April 6 2011)

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Program Fraud and False or Fraudulent Statements or Related Acts.

FEDERAL PROVISIONS
MDT CONTRACT NO.: CIP113-DE1-TR12
ISD PROJECT NO.: E12-MDT-01, ESP

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Access to Third Party Contract Records (August 30 2011)

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to

FEDERAL PROVISIONS
MDT CONTRACT NO.: CIP113-DE1-TR12
ISD PROJECT NO.: E12-MDT-01, ESP

Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts. Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>	None	Those imposed on state pass thru to	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless non-competitive award	Contractor	Yes, if non-competitive award or if funded thru 25307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non State Grantees</u>	Yes	Those imposed on non-state Grantee pass thru to	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)	Yes	Contractor	Yes	Yes	Yes	Yes
b. Contracts >\$100,000/Capital Projects						

4. Changes to Federal Requirements (April 6 2011)

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

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Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Termination (August 30 2011)

49 U.S.C. Part 18
FTA Circular 4220.1F

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Refer to Professional Service Agreement, Termination of Agreement Section for project specific requirements.

6. Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction) (April 6 2011)

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

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Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Equal Employment Opportunity. The Common Grant Rules require that third party construction contracts include provisions ensuring compliance with **DOL regulations**, "Office of Federal Contract Compliance Programs, **Equal Employment Opportunity, Department of Labor**," **41 CFR Chapter 60**, which implement

Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," October 13, 1967.

(4) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(5) Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/ Affirmative Action Plan for project specific requirements.

7. Disadvantaged Business Enterprises (DBEs) (August 30 2011)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Miami Dade Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/ Affirmative Action Plan for project specific requirements.

8. Incorporation of Federal Transit Administration (FTA) Terms (August 30 2011)

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

~~Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.~~

Flow Down

The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

9. Debarment and Suspension (April 6 2011)

49 CFR Part 29

Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

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Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Miami Dade Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Miami Dade Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Refer to MDC Ordinances No. 93-129, as amended by Ordinance No. 00-18 for project specific requirements

10. Resolution of Dispute, Breaches or other litigation (April 6 2011)

49 CFR Part 18

FTA Circular 4220.1F

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Refer to Miami-Dade County Ordinance and Resolution for project specific requirements.

11. Lobbying

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31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12. Clean Air

FEDERAL PROVISIONS
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ISD PROJECT NO.: E12-MDT-01, ESP

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. Clean Water (April 6 2011)

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Fly America (April 6 2011)

FEDERAL PROVISIONS
MDT CONTRACT NO.: CIP113-DE1-TR12
ISD PROJECT NO.: E12-MDT-01, ESP

49 U.S.C. §40118
41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number.

Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

15. Seismic Safety (April 6 2011)

42 U.S.C. 7701 et seq. 49
CFR Part 41

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

16. Energy Conservation (April 6 2011)

42 U.S.C. 6321 et seq.
49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

17. Americans with Disabilities (ADA) Access (August 30 2011)

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

ADA ACCESS:

In accordance with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the

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Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Also, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section #504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue.

Refer to Disadvantage Business Enterprises & Equal Opportunity Requirements/ Affirmative Action Plan for project specific requirements.

18. Patent Rights And Rights in Data & Copyrights (April 6 2011)

37 CFR Part 401

49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this

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Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this

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Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

19. Bid Protests

CFR 49 PART 18

PROTESTS, CHANGES AND MODIFICATIONS,

DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS

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The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, including protests of awards, disputes, and claims using good administrative practices and sound business judgment. The Federal Transit Administration (FTA) also encourages the recipient to use appropriate alternative dispute resolution procedures. Neither FTA nor the Common Grant Rules relieve the recipient of any responsibility under its contracts to resolve disagreements that may arise in the course of contract formation or contract administration.

In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation.

Refer to Implementing Order 3-21 – Bid Protest Procedures for project specific requirements

For more information on the aforementioned federal requirements please visit the following websites:

http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html

Submittal of Federal Affidavits

The Bidder shall submit the following federal affidavits with the bid package:

- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Lobbying Certification
- Statement for Loan Guarantees and Loan Insurance
- Disclosure of Lobbying Activities

Failure of the Proposer to complete and submit the above mentioned forms with the bid package may render the bid non-responsive.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

Lower Tier Covered Transactions

(Third Party Contracts equal to or over \$25,000)

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, and Suspension.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

FEDERAL PROVISIONS

MDT CONTRACT NO.: CIP113-DE1-TR12

ISD PROJECT NO.: E12-MDT-01, ESP

eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U. S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction”

- (1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its “principals” as defined at 49 C. F. R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION,

The prospective contractor certifies, by submission of this bid, that neither it nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Miami-Dade Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name and title of Contractor's Authorized Official

Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress ~~in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.~~
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P. L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(C)(1)-(2) (A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

FEDERAL PROVISIONS

MDT CONTRACT NO.: CIP113-DE1-TR12

ISD PROJECT NO.: E12-MDT-01, ESP

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____

(Date)

By _____ . He / She is personally known to me

(Affiant)

or has presented _____ as identification.

(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____

Notary Seal

(State) _____

FEDERAL PROVISIONS

MDT CONTRACT NO.: CIP113-DE1-TR12

ISD PROJECT NO.: E12-MDT-01, ESP

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

EXHIBIT “C”

AFFIDAVITS REQUIRED AT TIME OF PROPOSALS

APPENDIX OF MIAMI-DADE FORMS

Code of Business Ethics
Collection of Taxes, Fees and Parking Tickets Affidavit
Affirmative Action Plan/Procurement Policy Affidavit
Criminal Record Affidavit
Disability Nondiscrimination Affidavit
Drug-Free Workplace Affidavit
Family Leave Plan Affidavit
Florida Statutes of Public Entity Crimes
Listing of Subcontractors and Suppliers
Lobbyist Registration for Oral Presentation
Debarment Disclosure Affidavit
Miami-Dade County Disclosure Affidavit

CODE OF BUSINESS ETHICS

[Section 2-8.1(I), Code of Miami-Dade County]

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationship with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the option of a meaningful code of ethics is the responsibility of every business and professional organization.

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1 (I) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By _____ 20____
Signature of Affiant Date

Printed Name and Title of Affiant Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (of affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of Identification

Signature of Notary

Serial Number

Print or Stamped Name of Notary

Expiration Date

Notary Public, State of _____

**MIAMI-DADE COUNTY COLLECTION OF TAXES,
FEES AND PARKING TICKETS AFFIDAVIT**
(Ordinance 95-178) Section 2-8.1 of the Code of Miami-Dade County
and
INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT
IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY
(Ordinance 99-162) and Section 2-8.1 of the Code of Miami-Dade County

I, _____, being first duly sworn, hereby state and certify that the foregoing statements are true and correct:

1. that in compliance with Ordinance 95-178 and Section 2-81(c) of the Code of Miami-Dade County, the Proposer has paid all delinquent and currently due fees or taxes, including but not limited to real estate and personal property taxes, registered in the name of Proposer and which are collected in the normal course by the Miami-Dade County Tax Collector, and that County issued parking tickets for vehicles registered in the name of the above proposer, and which are collected in the normal course by the Miami-Dade Clerk of the Circuit and County Courts, have been paid.
2. That in compliance with Ordinance 99-162 and Section 2-8.1 of the Code of Miami-Dade County, the Proposer is not in arrears in any payment under contract, promissory note or other loan document with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code of Miami-Dade County.

By _____, 20____
Signature of Affiant Date

Printed Name and Title of Affiant

_____/_____-____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (of affirmed) before me this _____ day of _____, 20____

By _____. He/She is personally known to me or has presented

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public, State of _____

Notary Seal

CONTRACT NO. CIP113-DE1-TR12

**COLLECTION OF
TAXES, FEES AND PARKING
TICKETS AFFIDAVIT**

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

Project No. _____

Project Name: _____

State of _____)

)SS

County of _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____ who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: _____

(legal name, corporation, partnership, firm, individual)

hereinafter called the bidder or proposer located at:

_____ and that said bidder

(address, city, state)

or proposer has a current Affirmative Action Plan and/or Procurement Policy, as required by Ordinance 87-32 and/or 98-30, processed and approved for filing with the Miami-Dade County Department of Small Business Development (DBD) under the file No. _____ and the expiration date of _____.

Witness: _____

(Signature)

(Signature)

Witness: _____

(Signature)

By: _____

(Legal Name and Title)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____.

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT: by: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE: by: _____ having the

title of _____ with _____

() a _____ corporation () partnership () joint venture

on behalf of the () corporation () partnership () joint venture

He/She is () personally known to me, or

() has produced _____ as identification.

Notary signature: _____

Type or print name: _____

Notary Seal:

Please note:

Ordinance 87-32 requires that all properly licensed architectural, engineering, landscape architectural, and surveyors and mappers have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County.

Firms that have Board of Directors that are representative of the population make-up of the nation are exempt.

For questions regarding these requirements contact the Department of Small Business Development at 305-523-2100

CONTRACT NO. CIP113-DE1-TR12

**AFFIRMATIVE ACTION
PLAN/PROCUREMENT
POLICY AFFIDAVIT
PAGE 1**

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No. _____

Project Name: _____

State of _____)

)SS

County of _____)

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____ who after first being duly sworn, upon oath, deposes and says that he/she is an authorized representative of: _____

(legal name, corporation, partnership, firm, individual) hereinafter called the bidder or proposer located at: _____

_____ and that said bidder or

(address, city, state)

proposer has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder or proposer has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Small Business Development (DBD) under the file No. _____ and the expiration date of _____.

Witness: _____

(Signature)

(Signature)

Witness: _____

(Signature)

By: _____

(Legal Name and Title)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____.

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

by: _____ having the title of _____

with _____.

() a corporation () partnership () joint venture,

on behalf of the () corporation () partnership () joint venture

He/She is () personally known to me, or

() has produced _____ as identification.

Notary signature:

Type or print name:

Notary Seal:

Please note:

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have Boards of Director that are representative of the make-up of the nation are exempt.

CONTRACT NO. CIP030-CT1-TR09

**AFFIRMATIVE ACTION
PLAN/PROCUREMENT
POLICY AFFIDAVIT
PAGE 2**

For questions regarding these requirements contact the Department of Small Business Development at 305-523-2100. This affidavit must be properly executed by the bidder and included in the proposal/bid.

MIAMI-DADE COUNTY
BOARD OF DIRECTORS DISCLOSURE FORM
(Ordinance 98-30)

Date: _____

Project No.: _____

Project Name: _____

Bidder/Proposer: _____
(legal name, corporation, partnership, firm)

Board Member	Term Expiration	Company / Organization	Telephone Number	Race/Ethnicity/Gender

This form must be submitted to Miami-Dade County's Department of Small Business Development

Criminal Record Affidavit
(Miami-Dade County Ordinance No. 94-34)

Before me, the undersigned authority appeared _____ (print name),
the _____ (print title) of _____ (print name of
Bidder or Proposer), who attests that _____ (print name of Bidders or
Proposer) as of the date of bid or proposal submission:

_____ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date
of bid or proposal submission, have an officer, director or executive who has been
convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid
or proposal submission, have an officer, director or executive who has been convicted of a
felony during the past ten (10) years.

When the Proposer/Bidder is an individual:

By: _____
(Signature of individual)

(Print name of individual)

(Address)

When the Proposer/Bidder is a sole proprietorship or operates under a trade name:

(Printed name of firm)

By: _____
(Signature of individual)

(Printed name of individual)

(Address)

When the Proposer/Bidder is a partnership:

(Printed name of partnership)

By: _____
(Signature of partner)

(Printed name of partner)

(Address)

When the Proposer/Bidder is a corporation:

(Printed name of corporation) (Corporate Seal)

By: _____

(Signature of President or Vice President and capacity)

By: _____

(Printed name of President or Vice - President)

(Business address of corporation)

When the Proposer/Bidder is a Joint Venture:

(Printed name of joint venture)

By: _____

(Signature)

(Printed name of joint venture)

(Business address of joint venture)

STATE OF FLORIDA)

) SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ on behalf of _____, who is personally known to me or has produced _____, as identification and who [] did [] not take an oath.

Notary Signature: _____

Type or Print Name: _____

Notary Seal:

DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: _____
NAME OF FIRM, CORPORATION, OR ORGANIZATION: _____
AUTHORIZED AGENT COMPLETING AFFIDAVIT: _____
POSITION _____ PHONE NUMBER:() _____

I _____, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Signature Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____ by
Date

_____. He / She is personally known to me or

(Affiant)
has presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal:
(State)

MIAMI-DADE COUNTY
DRUG-FREE WORKPLACE AFFIDAVIT
(Miami-Dade County Ordinance No. 00-30)

Name of Contract:

Firm _____ Reference: _____

Authorized Agent

Completing Affidavit _____ Position _____

Phone Number: () _____

I, _____ being first duly sworn state:

That in compliance with Section 2-8.1.2 of the Code of Miami-Dade County, as amended by Miami-Dade County Ordinance 00-30, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. dangers of drug abuse in the workplace.
2. the firm's policy of maintaining a drug-free environment at all workplaces.
3. availability of drug counseling, rehabilitation and employee assistance programs.
4. penalties that may be imposed upon employees for drug abuse violations.

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Signature

Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____ by
(Date)

_____. He / She is personally known to me or has

(Affiant)

presented _____ as identification.

(Type of identification)

(Signature of Notary)

(Serial Number)

(Print of Type Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal:

FAMILY LEAVE PLAN AFFIDAVIT
(Miami-Dade County Ordinance No. 93-118)

The provisions of Miami-Dade County Ordinance No. 93-118, Section 2, "FAMILY LEAVE", apply to every employer which meets either or both of the following conditions:

1. Has in the regular course of business more than fifty (50) employees working in Miami-Dade County for each working day during each of twenty (20) or more weeks in the current or preceding calendar year;

or

2. Does business with Miami-Dade County and has at least fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year.

I, _____, as the duly authorized representative of _____, hereinafter referred to as the Employer, do solemnly swear and certify that:
(Name of Consultant Firm)

(Check the appropriate box)

☐ The employer does not meet either of the above listed conditions.

☐ The employer meets one or both of the above listed conditions; and it is familiar with and will abide by the requirements of Ordinance No. 93-118.

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

(Name and Title of Signator, Printed or Typed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____ a _____ (Individual, Officer, Partner or Agent) (Sole Proprietorship, _____, who is personally known to me Corporation, Partnership or Other) or who has produced _____, as identification, and who did/did not take an oath.

(Signature of Notary Public taking Acknowledgment)

(Name of Acknowledger, Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____ whose
(name of entity submitting sworn statement)

business address is _____ (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

3. My name is _____ and my relationship with the entity names
(please print name of individual signing)
above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market values under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which, I have marked below is true in relation to the entity submitting this sworn statement. (Please, indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989, AND (Please, indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please, attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please, attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please, describe any action taken by or pending with the Department of General Services.)

Date: _____

(Signature)

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____ (Date)

by _____. He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal:

LISTING OF SUBCONTRACTORS AND SUPPLIERS

Ordinance No. 97-104

"In accordance with Ordinance No. 97-104, all bidders and respondents on County contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of \$100,000 or more and all bidders or respondents on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall include, as part of their bid or proposal submission, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or respondent and describes the materials to be supplied. Failure to include such listing with the bid or proposal shall render the bid or proposal non-responsive.

Ordinance 97-104 applies to all contracts whether competitively bid by the County or not. Those contracts that have received authorization by the Board of County Commissioners to waive formal bidding procedures must also provide a listing of all first tier subcontractors and direct suppliers.

'Subcontractor/Supplier Listing, SUB Form 100' may be utilized to provide the information required by this paragraph. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified in the listing submitted with the bid or proposal except upon written approval of the County."

SUBCONTRACTOR/SUPPLIER LISTING **(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent _____

Project Name _____
Project Number _____

This form should be completed by all bidders, and respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Prime Contractor/Respondent's Signature _____

Print Name _____
(Duplicate if additional space is needed)

Print Title _____

Date _____
SUB 100

AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION for ORAL PRESENTATION
(Miami-Dade County Ordinance No. 92-27)

- (1) Project Title _____ Project No. _____
(2) Department _____
(3) Firm/Proposers Name _____
Address: _____ Zip _____
Business Telephone () _____
(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation.

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET, IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filing by staff MUST register with the Clerk of the Board and pay all applicable fees.

Other than for the oral presentation, Proposers who wish to address the County Commission, a county board or county committee concerning any action, decision or recommendation of county personnel regarding this solicitation MUST register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2.11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative _____ Title _____
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, by
_____ a _____
(Individual, Officer, Partner or Agent) (Sole, Corporation or Partnership)
_____ who is personally known to me or who has produced _____ as
identification and who did/did not take an oath.

(Signature of person taking acknowledgment)

(Name of acknowledger typed, printed or stamped)

CONTRACT NO. CIP113-DE1-TR12

LOBBYIST REGISTRATION for ORAL PRESENTATION

(Title or Rank)

(Serial No., if any)

MIAMI-DADE COUNTY
Contractor Debarment Request Form

Date: _____
Department: _____ Index Code: _____
Department Contact: _____ Phone # _____

Project Name: _____
Project Location: _____
Contractor Name: _____
Contractor Address: _____
Contractor License #: _____
Qualifier: _____

Cause for Debarment: _____

Note: Causes for debarment are listed in Ordinance 00-18.
Department must provide all details for cause of debarment. Attach
copies of relevant documentation to this form and forward to C.C.O.

Department Director Authorization: _____ Date: _____

Contract Coordination Office Use Only

Received By: _____	Notes: _____
Date: _____	_____
Assigned To: _____	_____
Action Taken: _____	_____
Name: _____	_____
Date: _____	_____

CONTRACT NO. CIP113-DE1-TR12

MIAMI-DADE COUNTY
DEBARMENT DISCLOSURE
AFFIDAVIT
PAGE 2

5. As an attachment, the Prime Contractor shall include a schedule of wage rates (including overtime) to be paid employees performing work under this Contract. It shall also include the health care, benefits to be paid to employees performing work under this Contract.

The submittal shall also include as an attachment, a current breakdown of their work force as to race, national origin and gender.

6. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollar (\$500.00), or by imprisonment in the County jail for up to sixty (60) days, or both at the discretion of the Court.

Signature

Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____ by
(Date)

_____. He / She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal:

FAILURE OF THE BIDDER TO COMPLETE AND SUBMIT
THIS AFFIDAVIT WITH THE BID PROPOSAL WILL
RENDER BID AS NON-RESPONSIVE IN ACCORDANCE
WITH MIAMI-DADE COUNTY ORDINANCES 86-121 & 90-
133

Use separate attached pages if necessary.

EXHIBIT "D"

TRAVEL REQUEST FORM

ATTACHMENT "D"


	MIAMI-DADE TRANSIT TRAVEL AUTHORIZATION FORM	PROJECT No./ WORK ORDER No. _____ COMPANY NAME: _____ _____
LIST EMPLOYEES TRAVELING:	TRAVEL PERIOD FROM: _____ TO: _____ _____ _____ _____ _____ _____	
PURPOSE OF TRIP: _____ _____ _____ Please see attached.		
POINT OF ORIGIN: _____ DESTINATION: _____ ESTIMATED TOTAL COST (INCLUDING AIR FARE, RENTAL CAR, HOTEL, PER DIEM): _____ \$0.00		
COUNTY AUTHORIZATION		
SIGNATURE _____	DATE _____	NOTE: A COPY OF THE APPROVED FORM MUST BE INCLUDED IN THE INVOICE REQUESTING TRAVEL REIMBURSEMENT.

EXHIBIT “E”

REIMBURSEABLE (DIRECT) EXPENSES FIXED FEE COSTS

"SAMPLE"

Project Name

Contract No.

[illegible]

Revisions to the allocation shown on Attachment E are permissible, subject to approval by the Director or his authorized representative.

EXHIBIT “F”

EMPLOYEE SALARY RATES

**Continuous Professional Services Exclusively
for Federally Funded Projects
Contract No.: CIP113-DE1-TR12**

TO BE PROVIDED BY CONSULTANT

EXHIBIT “G”

**LOCAL ORDINANCES,
RESOLUTION**

The CONSULTANT further agrees to comply with the requirements of the following County and State Ordinances, Resolutions and/or Regulations:

A. ORDINANCES

1. Conflict of Interest - Miami-Dade County Code Section 2-11.1
2. Financial Disclosure - Miami-Dade County Code Section 2-11.1(i)
3. Affirmative Action Plan - Miami-Dade County Code Section 2-8.1.5
4. Disclosure of Ownership, Collective Bargaining Agreement, and Employee Wages, Health Care Benefits, Race, National Origin, and Gender - Miami-Dade County Code Section 2-8.1
5. Drug-Free Workplace Requirements - Miami-Dade County Code Section 2-8.1.2
6. Family Leave (Family Leave Act) - Miami-Dade County Code Section 11A-29
7. Value Analysis and Life-Cycle Costing - Miami-Dade County Code Section 2-10.4 (h) (i)
8. Proposers are to verify that all delinquent and currently due fees or taxes have been paid as a condition of award as per Miami-Dade County Code Section 2-8.1 (c)
9. Policy of Fair Subcontracting Practices - Miami-Dade County Code Section 11A-26
10. Prohibiting Discrimination in Contracting, Procurement, Bonding and Financial Services - Miami-Dade County Code Section 11A
11. Listing of Subcontractors and Suppliers on County Contracts - Miami-Dade County Code Section 10-34
12. Agreements for Professional Architectural and Engineering Services to include Value Analysis as part of the scope of service - Miami-Dade County Code Section 2-10.4 (a)
13. County Contractors Employment and Procurement practices - Miami-Dade County Code Section 2-8.1.5
14. Domestic Violence Leave - Miami-Dade County Code Section 11A
15. False Claim Ordinance - Miami-Dade County Code Section 21-255 through 21-266
16. Debarment Ordinance - Miami-Dade County Code Section 10-38
17. Prohibition of contracting with individuals and entities while in arrears with the County - Miami-Dade County Code Section 2-8.1. (ii)
18. The Living Wage Ordinance - Miami-Dade County Code Section 2-8.9
19. Code of Business Ethics - Miami-Dade County Code Section 2-8.1 (i)
20. Code of Silence - Miami-Dade County Code Section 2-11.1 (t)

B. RESOLUTIONS

1. R-385-95--Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability A.D.A. requirements, are a condition of award, as amended by Resolution R-182-00
2. R-744-00--Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project.

Copies of the aforementioned Ordinances and Resolutions may be picked up at the Clerk of the Board's Office.

C. PERFORMANCE EVALUATIONS

~~Performance evaluations of the services rendered under this Agreement shall be performed by the~~
Department and shall be utilized by the COUNTY as evaluation criteria for future solicitations.

D. TRUTH IN NEGOTIATION

Pursuant to AO 3-39 and Florida State Statutes Chapter 287.055 5(a): For all lump sum costs or costs plus a fixed fee contract in which a fee will exceed one hundred fifty thousand dollars (\$150,000; 287.017 - category four), the County will require the firm receiving the award to execute a Truth-In-Negotiation Certificate as required by Chapter 287, Florida Statutes.

E. SANCTIONS FOR CONTRACTUAL VIOLATIONS

Proposal and contract documents shall provide that, notwithstanding any other penalties for firms that have discriminated in violation of Article VII of Chapter 11A of the Code, the County may terminate the contract or require the termination or cancellation of the sub consultant contract. In addition, a violation by a respondent or sub consultant to the respondent, or failure to comply with the Administrative Order (A.O.) 3-39 may result in the imposition of one or more of the sanctions listed in the A.O.

F. MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. **The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form.** The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid

specifications, (bid/proposal) submittals, activities of the (Contractor/ Vendor/ Consultant), its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the (Contractor/Vendor/Consultant's) possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, ~~back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.~~

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the (Contractor/Vendor/Consultant), its officers, agents, employees, subcontractors and suppliers. The (Contractor/Vendor/Consultant) shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the (Contractor/Vendor/Consultant) in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the (Contractor/Vendor/Consultant) or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above.

EXHIBIT “H”

CONDITIONS OF AWARD ARRA SPECIAL CONDITIONS

**Continuous Professional Services Exclusively
for Federally Funded Projects
Contract No.: CIP113-DE1-TR12**

Conditions of Award

ARRA Special Conditions

Special Provisions for Projects Financed Under the American Recovery and Reinvestment Act (Recovery Act)

Definition of a Sub-recipient

Sub-recipients are non-Federal entities that are awarded Recovery funding through a legal instrument from a Prime Recipient. Sub Recipients typically receive a contract, grant, or loan from the Prime Recipient to support performance of any portion of a project or program funded with Recovery dollars. A Prime Recipient may delegate responsibility to its Sub Recipient to report information into FederalReporting.gov

The Sub-recipient agrees that the following provisions apply to American Recovery and Reinvestment Act of 2009 (Recovery Act) funds authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent FTA determines otherwise in writing:

- a. Identification of Recovery Act Funding. A Grant Agreement or Cooperative Agreement financed with Recovery Act funds will indicate that the Recovery Act is the source of funding as follows:
 - (1) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery," the Project or Projects are financed with Recovery Act funds appropriated for the Transit Capital Assistance for the Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.
 - (2) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to support the FTA Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.
 - (3) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – New Starts - Economic Recovery," the Project is financed with Recovery Act appropriations for Capital Investment Grants authorized for Small Starts or New Starts by 49 U.S.C. §§ 5309(d) or (e), respectively.
 - (4) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – Fixed Guideway - Economic Recovery," the Project is financed with Recovery Act appropriations for Fixed Guideway Infrastructure Investment for Modernization, authorized by 49 U.S.C. 5309(b)(2).

- (5) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement "49 USC 5311 – Nonurbanized Area - Economic Recovery," the Project is financed with Recovery Act appropriations for Transit Capital Assistance for the Nonurbanized Area Formula Program authorized by 49 U.S.C. § 5311.
- (6) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5311 – Nonurbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to support the Nonurbanized Area Formula Grant Program authorized by 49 U.S.C. § 5311.
- (7) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement or Cooperative Agreement displays "77 – Transportation Investments for Greenhouse Gas & Energy Reduction ARRA," the Project is financed with Recovery Act funds specified for capital investments that will assist in reducing the energy consumption or greenhouse gas emissions of their public transportation systems.
- b. Identification of Project(s). The Project or Projects for which Recovery Act funding is provided are set forth in the Sub-recipient's application and reflected in the Approved Project Budget.
- c. Federal Requirements. In addition to applicable Recovery Act statutory and regulatory requirements, the Sub-recipient agrees that applicable requirements of 49 U.S.C. chapter 53 apply to federally assisted transit projects financed with Recovery Act funds and the Recovery Act funding, except that the Federal share of the costs for which any Grant is made under this heading shall be, at the option of the recipient, up to 100 percent.
- d. U.S. OMB Provisions. The Sub-recipient agrees to comply with applicable provisions of U.S. Office of Management and Budget, "Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards," 2 C.F.R. Part 176, 74 Fed. Reg. 18449 et seq., April 23, 2009.
- (1) The Sub-recipient agrees to abide by Buy America Requirements under Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Buy America requirements sufficient for compliance with Section 1605 of the Recovery Act.
- (2) The Sub-recipient agrees to abide by Wage Rate Requirements under Section 1606 of the Recovery Act. Statutory provisions of 49 U.S.C. Chapter 53 impose Wage Rate requirements involving construction, alteration, maintenance, or repair sufficient for compliance with Section 1606 of the Recovery Act.

(3) The Sub-recipient agrees to abide by Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and agrees to abide by responsibilities for informing its contractors.

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 49 C.F.R. § 18.20 or 49 C.F.R. § 19.21, as applicable, the Sub-recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(b) The Sub-recipient agrees to separately identify to each of its contractors, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When the Sub-recipient awards Recovery Act funds for an existing program, the Sub-recipient agrees to furnish sufficient information to each of its contractors that distinguishes the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(c) The Sub-recipient agrees to require each of its contractors to include on its SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the Sub-recipient to properly monitor its contractors' expenditure of ARRA funds as well as oversight by FTA, DOT, Offices of Inspector General and the Government Accountability Office.

(d) One-Time Funding. The Sub-recipient acknowledges that receipt of Recovery Act funds is a "one-time" disbursement that does not create any future obligation by the FTA to advance similar funding amounts.

(e) Integrity. The Sub-recipient agrees that all data it submits to FTA in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity.

(f) Violations of Law. The Sub-recipient agrees that it and each of its contractors shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. §§ 3729 et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

(g) Emblems. The Sub-recipient agrees to use signs and materials provided by the Recipient that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds that are provided by U.S. DOT in a

manner consistent with Federal guidance, and to include this provision in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

- (h) Further Requirements. The Sub-recipient agrees to comply with applicable future Federal requirements that may be imposed on the use of Recovery Act funds.

Compliance with American Recovery and Reinvestment Act of 2009:

This project is subject to the criteria and conditions of the American Recovery and Reinvestment Act (ARRA) of 2009. Satisfy the federal reporting requirements for the project(s), such as the monthly employment report, for both the contractor and subcontractors. Provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. Include these reporting requirements in all subcontracts.

Authority of the Comptroller General:

Section 902 of the ARRA of 2009 provides the U.S. Comptroller General and his representatives the authority:

- (1) to examine any records of the Contractor or any of its subcontractors, or any State or Local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or Local government agency administering the Contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this Contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict in any existing authority of the Comptroller General.

Authority of the Inspector General:

Section 1515(2) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this Contract. The Contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this Contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Reporting

(1) Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the Sub-recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

~~(b) The Sub-recipient agrees to submit Milestone/Progress reports no later than five~~ calendar days after each calendar quarter in which it receives the Federal assistance award funded in whole or in part by the Recovery Act. Report data elements shall include but not be limited to:

1. Number of projects put out to bid.
2. Number of projects in which work has begun.
3. Total job hours created or sustained by Recovery Act Funds; refer to instructions bulleted below to calculate jobs create or saved:
 - a. Report job estimates on a quarterly basis
 - b. Determine the total number of hours worked by an employee in a Recovery Act job for the quarter. Divide the Total Hours by the quarterly hours in a full-time schedule.
 - c. If a full-time schedule is 40 hours a week, multiply 40 hours x 52 weeks = 2,080 Total Hours per year.
 - d. Divide 2,080 total Hours by 4 to equal 520 quarterly hours.
 - e. Example: If two full-time employees each worked 520 hours (1,040 hours) for the quarter and another part-time employee worked 260 hours, the Total Hours for the three employees is 1300 ($520 + 520 + 260 = 1300$). Divide 1300 by 520 to equal 2.5 jobs created or saved.
4. Amount of funds Sub-recipient planned to spend during each quarter through project completion.
5. Any decrease (from the row above) in the amount of funds the Sub-recipient plans to spend for projects eligible for funding during the period during each quarter through project completion.

(c) Sub-recipient reporting due dates:

Annual:

1. February 5, 2013 for data as of January 31, 2013

2. February 5, 2014 for data as of January 31, 2014

Quarterly:

1. Financial Status Report (FSR) and Milestone Progress Report (MPR)

- a. April 5, 2013 for the quarter ending March 31, 2013
- b. July 5, 2013 for the quarter ending June 30, 2013
- c. October 5, 2013 for the quarter ending September 30, 2013
- d. January 5, 2013 for the quarter ending December 31, 2013
- e. Follow the same sequence for providing quarterly reports in 2013 and 2014.

Monthly:

Provide a monthly summary of progress (including contractors and subcontractors) in meeting project milestones and include any critical issues that are being addressed that may affect these milestones. Monthly reports are due five days after the end of the preceding month.

- (d) The Sub-recipient agrees to furnish information on standard formats that the Recipient may provide any time while the contract is in effect.
- (e) For information or inquiries regarding report submittals, contact Jesus Valderrama at jvalder@miamidade.gov.